

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

TRANSFER OF
INBOUND MARKET DOMINANT
EXPRESS SERVICE AGREEMENT 1,
INBOUND MARKET DOMINANT
REGISTERED SERVICE AGREEMENT 1,
INBOUND MARKET DOMINANT PRIME
TRACKED SERVICE AGREEMENT,
AUSTRALIAN POSTAL CORPORATION - UNITED
STATES POSTAL SERVICE BILATERAL
AGREEMENT, AND
CANADA POST CORPORATION - UNITED
STATES POSTAL SERVICE BILATERAL
AGREEMENT
NEGOTIATED SERVICE AGREEMENTS TO THE
COMPETITIVE PRODUCT LIST

Docket No. MC2020-73

**UNITED STATES POSTAL SERVICE REQUEST TO TRANSFER THE
INBOUND MARKET DOMINANT EXPRESS SERVICE AGREEMENT 1,
INBOUND MARKET DOMINANT REGISTERED SERVICE AGREEMENT 1,
INBOUND MARKET DOMINANT PRIME TRACKED SERVICE AGREEMENT,
AUSTRALIAN POSTAL CORPORATION – UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT, AND CANADA POST CORPORATION –
UNITED STATES POSTAL SERVICE BILATERAL AGREEMENT
TO THE COMPETITIVE PRODUCT LIST
(December 13, 2019)**

In accordance with 39 U.S.C. § 3642 and 39 C.F.R. § 3020.30 *et seq.*, the United States Postal Service (Postal Service) hereby requests that the following changes be made to the market dominant and competitive product lists of the Mail Classification Schedule (MCS): (1) remove from the market dominant product list the following five agreements: Inbound Market Dominant Express Service Agreement 1,¹ the Inbound

¹ The full text of the Inbound Market Dominant Express Service Agreement 1 includes the most recent version of the Express Service Agreement and its eight Annexes, as it was filed in Docket No. R2011-6, on

Market Dominant Registered Service Agreement 1,² the Inbound Market Dominant PRIME Tracked Service Agreement³ (“the three PRIME agreements”), the inbound portion of a bilateral agreement with the Australian Postal Corporation (“Australia Post bilateral”),⁴ and the inbound portion of a bilateral agreement with the Canada Post Corporation (“Canada Post bilateral”),⁵ which are currently included within section 1602 International Negotiated Service Agreements on the market dominant product list of the MCS, and (2) add the three PRIME agreements and the Australia Post bilateral to the competitive product list, and add the inbound portions of the Canada Post bilateral included in the market dominant product list to the inbound portions of the Canada Post bilateral currently included in the competitive product list. The Postal Service requests

November 15, 2017, along with the Postal Service’s deed of accession (see n.8, n.9 and accompanying text), as amended by (i) the version of the Postal Service’s Annex 2 that sets forth delivery times (targets) for the Postal Service that the Postal Service most recently submitted to and that was approved by the PRIME Steering Committee (see n.21 and accompanying text) and (ii) the most recent list of parties to the agreement (see n.14 and accompanying text).

² The full text of the Inbound Market Dominant Registered Service Agreement 1 includes the most recent version of the Inbound Market Dominant Registered Service Agreement 1 and its six annexes, as it was filed in Docket No. R2016-6, on February 15, 2017, along with the Postal Service’s deed of accession (see n.10, n.11 and accompanying text, as amended by (i) the version of Annex 3 that sets forth delivery times (targets) for the Postal Service that the Postal Service most recently submitted to and that was approved by the Steering Committee (see n.22 and accompanying text below) and (ii) the most recent list of parties to the agreement (see n.14 and accompanying text).

³ The full text of the Inbound Market Dominant PRIME Tracked Service Agreement includes the most recent version of the Inbound Market Dominant PRIME Tracked Service Agreement and its seven annexes, which was filed in Docket No. R2017-3 on November 15, 2017, along with the Postal Service’s deed of accession (see n.12, n.13 and accompanying text), as amended by the most recent list of parties to the agreement (see n.14 and accompanying text).

⁴ The full text of the Australia Post bilateral includes the signed agreement as initially filed in Docket No. R2017-2 on December 28, 2016, as amended by Modification One filed in the same docket on November 29, 2017 (see n.15, n.16 and accompanying text below).

⁵ The full text of the Canada Post bilateral includes the agreement as initially filed in Docket No. R2018-2 on November 17, 2017, as amended by Modification One filed on December 15, 2017, and Modification Two filed on August 29, 2019, and Modification Three filed on November 15, 2019 in the same docket (see n.17, n.18, n.19, n.20 and accompanying text).

that this transfer become effective at the same time the conditionally-approved transfer of Inbound E-format Letter Post to the competitive product list occurs.⁶

In support of this Request, the Postal Service is filing the following attachments:

- Attachment 1 - a Statement of Supporting Justification of Robert H. Raines, Jr., Managing Director, Global Business, which demonstrates that the request fulfills the criteria set forth in Section 3642 for making changes to the market-dominant and competitive product list, filed pursuant to 39 C.F.R. § 3020.32;
- Attachment 2 – Governors Resolution No. 19-5, which authorizes this Request;
- Attachment 3 – the proposed changes to the MCS, which would:
 - remove the three PRIME agreements that are currently included in subsections 1602.4, 1602.5, and 1602.6, respectively, as well as the Australia Post bilateral and Canada Post bilateral, which are currently included in subsection 1602.3, within MCS section 1600 Negotiated Service Agreements, from the market dominant product list;
 - add the three PRIME agreements and the Australia Post bilateral within the Inbound Competitive Multi-Service Agreements with Foreign Postal Operators 1 product in section 2515.10 in the competitive product list in the MCS, and

⁶ The Postal Service recently filed a motion, seeking to effectuate the previously-approved transfer of Inbound E-format Letter Post to the competitive product list on January 1, 2020. See Motion of the United States Postal Service to Effectuate Transfer on January 1, 2020, and Application for Non-Public Treatment, Docket No. MC2019-17, November 20, 2019.

- add the inbound portions of the Canada Post bilateral that were previously included in the market dominant product list to the inbound portions of the Canada Post bilateral that are included in the competitive product list;⁷
- Attachment 4 – a redacted copy of the most recent version of the Inbound Market Dominant Express Service Agreement 1, as it was filed in Docket No. R2011-6, on November 15, 2017),⁸ which includes as the last page a redacted copy of the Postal Service's deed of accession to the Express Service Agreement;⁹
- Attachment 5 – a redacted copy of the most recent version of the Inbound Market Dominant Registered Service Agreement 1, as it was filed in Docket No. R2016-6, on February 15, 2017,¹⁰ which includes as the last page a copy of the Postal Service's deed of accession;¹¹
- Attachment 6 – a redacted copy of the most recent version of the Inbound Market Dominant PRIME Tracked Service Agreement, which was filed in Docket No. R2017-3 on November 15, 2017,¹² which includes as the last

⁷ In addition, the Postal Service is filing Attachment 3 in a separate Word file.

⁸ Notice of United States Postal Service of Filing Revised Version of Inbound Market Dominant Express Service Agreement 1, Docket No. R2011-6, November 15, 2017, at Attachment 1.

⁹ This deed of accession was filed in Notice of United States Postal Service of Type 2 Rate Adjustment, and Notice of Filing Functionally Equivalent Agreement, Docket No. R2011-6, August 12, 2011, at Attachment 3.

¹⁰ Notice of United States Postal Service of Filing Revised Version of Inbound Market Dominant Registered Service Agreement, and Application for Non-Public Treatment, Docket No. R2016-6, February 15, 2017, at Attachment 1.

¹¹ Request of United States Postal Service to Add Inbound Market Dominant Registered Service Agreement to the Market Dominant Product List, Notice of Type 2 Rate Adjustment, and Application for Non-Public Treatment, Docket Nos. MC2016-168 and R2016-6, July 13, 2016, at Attachment 2.

¹² Notice of United States Postal Service of Filing Revised Version of Inbound Market Dominant PRIME Service Agreement, Docket No. R2017-3, November 15, 2017, at Attachment 1.

page a copy of the Postal Service's deed of accession to that version of the agreement;¹³

- Attachment 7 - a redacted copy of the most recent list of parties to the Inbound Market Dominant PRIME Tracked Service Agreement 1, the Inbound Market Dominant Registered Service Agreement 1, and the Inbound Market Dominant PRIME Tracked Service Agreement, as of June 24, 2019;¹⁴
- Attachment 8 – a redacted copy of the Australia Post bilateral, which was filed in Docket No. R2017-2 on December 28, 2016,¹⁵ which includes as the last two pages Modification One to that agreement, which was filed in Docket No. R2017-2 on November 29, 2017;¹⁶
- Attachment 9 – a redacted copy of the Canada Post bilateral, which was filed in Docket No. R2018-2 on November 17, 2017,¹⁷ along with Modification One filed on December 15, 2017,¹⁸ Modification Two filed on

¹³ Notice of United States Postal Service of Filing Signed Deeds of Accession to Revised Version of Inbound Market Dominant PRIME Tracked Service Agreement, Docket No. R2017-3, December 22, 2017, at Attachment 1.

¹⁴ Notice of United States Postal Service Providing Updates concerning Parties to Inbound Market Dominant Express Service Agreement 1, Inbound Market Dominant Registered Service Agreement 1, Inbound Market Dominant PRIME Tracked Service Agreement 1, Docket Nos. R2011-6, R2016-6, and R2017-3, August 9, 2019, at Attachment 1.

¹⁵ Notice of United States Postal Service of Filing a Signed Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 Negotiated Service Agreement, Docket No. R2017-2, December 28, 2016, at Attachment 1.

¹⁶ Notice of the United States Postal Service of Filing Modification to an Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 Negotiated Service Agreement, Docket No. R2017-2, November 29, 2017, at Attachment 1.

¹⁷ Notice of United States Postal Service of Type 2 Rate Adjustment, and Notice Of Filing Functionally Equivalent Agreement, Docket No. R2018-2, November 17, 2017, at Attachment 2.

¹⁸ Notice of the United States Postal Service of Filing Modification to an Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 Negotiated Service Agreement, Docket No. R2018-2, December 15, 2017, at Attachment 1.

August 29, 2019,¹⁹ and Modification Three filed on November 15, 2019, in the same docket;²⁰

- Attachment 10 – an application for non-public treatment of materials filed under seal.

In addition, redacted versions of the following Excel files are included with this transfer request:

- the most recent version of the Postal Service's Annex 2 that sets forth the delivery times (targets) for the Postal Service under the Inbound Market Dominant Express Service Agreement 1,²¹ as well as
- the most recent version, v8.0, of the Postal Service's Annex 3 that sets forth the delivery times (targets) for the Postal Service under the Inbound Market Dominant Registered Service Agreement 1.²²

As for supporting documentation that establishes compliance with 39 U.S.C. §§ 3632-3633, the Postal Service incorporates by reference the information concerning the cost coverage for the five agreements that appears in PRC-LR-ACR2018-NP2 FY2018

¹⁹ Notice of the United States Postal Service of Filing Modification to an Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 Negotiated Service Agreement, Docket No. R2018-2, August 29, 2019, at Attachment 1.

²⁰ Notice of United States Postal Service of Modification Three to Canada Post Corporation – United States Postal Service Multi Product Service Agreement, Docket No. R2018-2, November 15, 2019, at Attachment 1.

²¹ Notice of United States Postal Service Providing Update concerning Inbound Market Dominant Express Service Agreement 1, Docket No. R2011-6, April 8, 2019.

²² Notice of United States Postal Service Providing Update concerning Inbound Market Dominant Registered Service Agreement 1, Docket Nos. MC2016-168 and R2016-6, April 8, 2019.

International Mail and International NSAs (Nonpublic), which was filed in Docket No. ACR2018 on April 12, 2019.²³

Unredacted versions of Attachments 4 through 9, as well as the most recent versions of the Postal Service's Annex 2 for the Inbound Market Dominant Express Service Agreement 1,²⁴ and the Postal Service's Annex 3 for the Inbound Market Dominant Registered Service Agreement 1²⁵ are being filed separately under seal with the Commission.

Although 39 C.F.R. § 3020.30 *et seq.* does not include a specific timeline for the issuance of orders in mail classification cases, the Postal Service respectfully requests that the Postal Regulatory Commission ("Commission") expedite the resolution of this docket. In particular, the Postal Service requests that the Commission develop a procedural schedule that provides for the issuance of an order as soon as possible, so that the transfer requested can be implemented as soon as January 1, 2020.

I. BACKGROUND

As background, on January 9, 2019, the Commission conditionally approved in Docket No. MC2019-17,

- [t]he removal of Inbound Letter Post small packets and bulky letters from the Inbound Letter Post product on the market dominant product list and

²³ See Notice of Filing of Library References PRC-LR-ACR2018-1 through PRC-LR-ACR2018-10 and PRC-LR-ACR2018-NP1 through PRC-LR-ACR2018-NP3. Docket No. ACR2018, April 12, 2019.

In addition, the Postal Service is filing under seal an Excel sheet with an accompanying explanation that includes additional information concerning an adjustment that should be made to the information concerning the Australia Post bilateral that appears in PRC-LR-ACR2018-NP2 FY2018. Redacted versions of that Excel sheet and accompanying explanation are also included with this filing as Attachment 11.

²⁴ Notice of United States Postal Service Providing Update concerning Inbound Market Dominant Express Service Agreement 1, Docket No. R2011-6, April 8, 2019.

²⁵ Notice of United States Postal Service Providing Update concerning Inbound Market Dominant Registered Service Agreement 1, Docket Nos. MC2016-168 and R2016-6, April 8, 2019.

the addition of the Inbound Letter Post Small Packets and Bulky Letters product to the competitive list, as well as

- [t]he addition of Inbound Competitive Registered Mail category to the Competitive Registered Mail component of the International Ancillary Services product on the competitive product list

pending the proposal, review, approval, and implementation of new prices.²⁶ This Request was mentioned in the Postal Service's initial filing in Docket No. MC2019-17, which stated in footnote 7 that the Postal Service sought, for simplicity, to limit the scope of the MC2019-17 docket "to volume that is currently subject to UPU default rates." In the same footnote, the Postal Service stated that "[t]he MCS provisions that relate to the Australia Post bilateral, the Canada Post bilateral, and the three PRIME agreements would likewise be the subject of a future transfer" were the Commission to favorably review the Postal Service's request in Docket No. MC2019-17.²⁷

Because (i) the Commission conditionally approved the removal of Inbound Letter Post small packets and bulky letters from the Inbound Letter Post product on the market dominant product list and the addition of the Inbound Letter Post Small Packets and Bulky Letters product to the competitive product list,²⁸ (ii) the items to which the services provided under the three PRIME agreements and Australia Post bilateral five agreements are applied are treated as E format items,²⁹ and (iii) all of the inbound

²⁶ PRC Order No. 4980, Order Conditionally Approving Transfer, Docket No. MC2019-17, January 9, 2019, at 23.

²⁷ United States Postal Service Request to Transfer Inbound Letter Post Small Packets and Bulky Letters, and Inbound Registered Service Associated with Such Items, to the Competitive Product List, Docket No. MC2019-17, November 16, 2018, at n.7.

²⁸ PRC Order No. 4980, Order Conditionally Approving Transfer, Docket No. MC2019-17, January 9, 2019, at 23.

²⁹ Paragraph 13 of Article 17-116 of the Universal Postal Convention, which concerns exchange of format-separated mails, states that "[f]or operational statistical and accounting purposes, registered, insurance and tracked items shall be treated as bulky letters (E) or small packets (E), regardless of their actual shape." (Universal Postal Union (UPU), Convention Manual, Volume II, Letter Post Regulations, http://www.upu.int/uploads/tx_sbdownloader/actInThreeVolumesManualOfConventionEn.pdf, at 161, Art. 17-116, paragraph 13.)

portions of the Canada Post bilateral that are currently included in the market dominant product list concern Inbound Letter Post Small Packets and Bulky Letters items, the Postal Service is filing this request to transfer the three PRIME agreements, the Australia Post bilateral, and the Canada Post bilateral to the competitive product list.

This transfer request satisfies the relevant criteria under Section 3642.

II. DESCRIPTION OF SERVICES

As noted previously, each of the three PRIME agreements and the Australia Post bilateral concern additional services related to bulky letters (E) or small packets (E), in other words, Inbound Letter Post Small Packets and Bulky Letters. In addition, all of the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list concern Inbound Letter Post Small Packets and Bulky Letters items. The following paragraphs provide a brief description of each of the five agreements.

The Inbound Market Dominant Exprès Service Agreement 1 is a multilateral agreement that “covers the delivery of cross-border LC/AO items weighing up to 2 kg, tendered as Exprès items and branded with the Common Logo (“Exprès Items”),”³⁰ which includes a tracking and delivery confirmation service that is applicable to Inbound Letter Post Small Packets and Bulky Letters items.

The Inbound Market Dominant Registered Service Agreement 1 is a multilateral agreement between some postal operators about the exchange of certain information in electronic form related to the sending and delivering of registered items

³⁰ See Notice of United States Postal Service of United States Postal Service of Filing Revised Version of Inbound Market Dominant Exprès Service Agreement, Docket No. R2011-6, November 15, 2017, Exprès Service Agreement made and entered into December 1999, Consolidated text as of 26 April 2017 SC, Attachment 1, Articles 2 and 5.

pursuant to Article 13 of the Universal Postal Convention. The purpose of the agreement is to upgrade participating postal operators' service to the benefit of their customers, and in certain circumstances, for the participating postal providers "to remunerate each other for the provision of information in electronic form."³¹

The Inbound Market Dominant PRIME Service Agreement is a multilateral agreement between postal operators about the exchange of letter post items weighing up to 2 kilograms, tendered as PRIME Tracked items and branded with a common logo. The purpose of the agreement is to upgrade participating postal operators' service to the benefit of their customers, and in certain circumstances, for the participating postal providers "to remunerate each other for the timely return of scans with an enhanced payment that will be due in addition to the basic payment they have agreed per each item."³²

The Australia Post bilateral includes certain negotiated inbound rates related to inbound small packets with delivery scanning.³³

The inbound portions of the Canada Post bilateral that are included in the market dominant list concern negotiated pricing and settlement for various inbound letter-post products, including certain tracked letter-post mail and registered mail.³⁴

³¹ See Attachment 5, Registered Service Agreement, at 1-2.

³² See Attachment 6, PRIME Tracked Service Agreement, at 1.

³³ Notice of United States Postal Service of Type 2 Rate Adjustment, Notice Of Filing Functionally Equivalent Agreement And Application For Non-Public Treatment Of Materials Filed Under Seal, Docket No. R2017-2, December 22, 2016, at 3.

³⁴ Notice of United States Postal Service of Type 2 Rate Adjustment, and Notice Of Filing Functionally Equivalent Agreement, Docket No. R2018-2, November 17, 2017, at 4.

III. LEGAL CRITERIA FOR TRANSFER

A transfer request must satisfy the requirements of 39 U.S.C. §§ 3642 and 3633, with Section 3642 addressing the requirements for the transfer and Section 3633 addressing the requirements for competitive classification, as well as 39 C.F.R. §§ 3020.31-32.³⁵

A. Section 3642(b) Criteria

As set forth in 39 U.S.C. § 3642(b)(1), a transfer cannot lead to competitive classification of a product over which the Postal Service exercises sufficient market power that it can, without risk of losing a significant level of business to other firms offering similar products: (1) set the price of such product substantially above costs; (2) raise prices significantly; (3) decrease quality; or (4) decrease output.

In Order No. 4980, the Commission found that:

[t]he Postal Service does not exercise ‘sufficient market power that it can effectively set the price of such product substantially above costs, raise prices significantly, decrease quality, or decrease output, without risk of losing a significant level of business to other firms offering similar products.’ See 39 U.S.C. § 3642(b)(1). Thus, the market power provisions of 39 U.S.C. § 3642(b)(1) do not prevent the transfer of Inbound Letter Post small packets and bulky letters, and associated registered mail services, to the competitive category.³⁶

Because the Commission determined that the market power provisions of 39 U.S.C. § 3642(b)(1) do not prevent the transfer of Inbound Letter Post small packets and bulky letters, and associated registered mail services to the competitive category, the Postal Service believes that the Commission should also determine that the market power

³⁵ Order No. 1461, Order Approving Request for Product List Transfer, Docket No. MC2012-44, Sept. 10, 2012, at 4.

³⁶ PRC Order No. 4980, Order Conditionally Approving Transfer, Docket No. MC2019-17, January 9, 2019, at 14.

provisions of 39 U.S.C. § 3642(b)(1) do not prevent the transfer of the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral included in the market dominant product list to the competitive category. Pursuant to Paragraph 13 of Article 17-116 of the Universal Postal Convention, which concerns exchange of format-separated mails, for operational statistical and accounting purposes, registered and tracked items are treated as bulky letters (E) or small packets (E)³⁷ and therefore the tracking and registered services provided under the three PRIME agreements and the Australia Post bilateral are applicable to Inbound Letter Post Small Packets and Bulky Letters items. Furthermore, all of the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list concern Inbound Letter Post Small Packets and Bulky Letters items. Thus, the Commission's conclusions in PRC Order No. 4980 about the market power provisions of 39 U.S.C. § 3642(b)(1) in relation to Inbound Letter Post Small Packets and Bulky letters items should also be applicable to the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list. The classification of these five agreements that provide services related to Inbound Letter Post Small Packets and Bulky Letters items should be consistent with the classification of Inbound Letter Post Small Packets and Bulky Letters.

The Section 3642(b)(2) and (3) criteria are addressed in the Statement of Supporting Justification included as Attachment 1 of this Request.

³⁷ Universal Postal Union (UPU), Convention Manual, Volume II, Letter Post Regulations, http://www.upu.int/uploads/tx_sbdownloader/actInThreeVolumesManualOfConventionEn.pdf, at 161, Art. 17-116, paragraph 13.

The Section 3642(c) criteria are not applicable to the three PRIME agreements and the Australia Post bilateral because this request concerns the transfer of each of the four agreements in their entirety. In addition, Section 3642(c) does not preclude the transfer to the competitive product list the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list.

As required by 39 U.S.C. § 3642(d)(1), a notice describing this request will be published in the Federal Register.

B. Section 3633 Criteria

With respect to the second set of relevant statutory criteria, 39 U.S.C. § 3633 and 39 C.F.R. § 3020.32(c) set forth three standards for competitive products. Subsection (a)(1) prohibits the subsidization of competitive products by market-dominant products. Subsection (a)(2) requires each competitive product to cover its attributable costs. And subsection (a)(3) requires that all competitive products collectively cover an appropriate share of Postal Service institutional costs.

The cost coverage information for the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list, which appears in PRC-LR-ACR2018-NP2 FY2018 International Mail and International NSAs (Nonpublic), that was filed in Docket No. ACR2018 on April 12, 2019,³⁸ establishes that each of the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post

³⁸ See Notice of Filing of Library References PRC-LR-ACR2018-1 through PRC-LR-ACR2018-10 and PRC-LR-ACR2018-NP1 through PRC-LR-ACR2018-NP3. Docket No. ACR2018, April 12, 2019.

bilateral currently included in the market dominant product list satisfy the salient criteria of paragraphs (a)(1) and (2) of Section 3633.³⁹

As to subsection (3) of Section 3633, given that the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list cover their attributable costs by substantial margins and their total revenue is small in relation to the entire pool of competitive service products, their addition to the competitive product list will not cause competitive products to cover less than their required share of the Postal Service's institutional costs. Accordingly, their transfer to the competitive product list should satisfy subsection (a)(3) of Section 3633.

C. 39 C.F.R. §§ 3020.31-32 Criteria

This request fulfills the requirements set forth in 39 C.F.R. § 3020.31 because it provides the name, and class if applicable, of each of the agreements or portions of agreements that are the subject of this Request; provides, in Attachment 2, a copy of Governor's Resolution No. 19-5 supporting this Request; and indicates that this Request proposes to transfer certain inbound market dominant international negotiated service agreements (or portions of such agreements) from the market dominant product list to the competitive product list, which will involve removing them from the market dominant product list and adding them to the competitive product list, Furthermore, this request indicates that each product that is the subject of the Request, once transferred to the competitive product list, is a product not of general applicability within the meaning of 39 U.S.C. 3632(b)(3); provides all supporting justification upon which the

³⁹ See also n.23.

Postal Service proposes to rely; and includes in Attachment 3 a copy of the applicable sections of the MCS and the proposed changes therein in legislative format.

In addition, in accordance with 39 C.F.R. §3020.32 this request includes a statement of supporting justification as Attachment 1.

IV. CONCLUSION

As further discussed in the Statement of Supporting Justification, this Request to transfer to the competitive product list, the Inbound Market Dominant Express Service Agreement 1, the Inbound Market Dominant Registered Service Agreement, the Inbound Market Dominant PRIME Tracked Service Agreement, the Australia Post bilateral, as well as the inbound portions of the Canada Post bilateral currently included in the market dominant product list fulfills all of the statutory and regulatory criteria for competitive products.

Accordingly, the Postal Service requests that the Commission transfer the agreements from the market dominant product list to the competitive product list, by removing the three PRIME agreements, the Australia Post bilateral, and the Canada Post bilateral that are currently included within MCS section 1602 International Negotiated Service Agreements from the market dominant product list and adding the three PRIME agreements and the Australia Post bilateral within MCS section 2515 Inbound International Negotiated Service Agreements in the competitive product list in the MCS, and adding the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list to the inbound portions of the Canada Post bilateral that are included in the competitive product list.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

Anthony F. Alverno
Chief Counsel, Global Business & Service
Development

Christopher C. Meyerson
Attorney

475 L'Enfant Plaza West, S.W.
Washington, D.C. 20260-1101
(202) 268-7820
christopher.c.meyerson@usps.gov
December 13, 2019

Statement of Supporting Justification

I, Robert H. Raines, Jr., Managing Director, Global Business, sponsor the Postal Service's request that the Postal Regulatory Commission ("Commission") (1) remove from the market dominant product list Inbound Market Dominant Exprès Service Agreement 1, Inbound Market Dominant Registered Service Agreement 1, Inbound Market Dominant PRIME Tracked Service Agreement ("the three PRIME agreements"), as well as the inbound portions of a bilateral agreement with the Australian Postal Corporation ("Australia Post bilateral") and Canada Post Corporation ("Canada Post bilateral"), that are currently included within section 1602 International Negotiated Service Agreements on the market dominant product list of the MCS, and (2) add Inbound Competitive Exprès Service Agreement 1, Inbound Competitive Registered Service Agreement 1, Inbound Competitive PRIME Tracked Service Agreement 1, and the Australia Post bilateral, within MCS section 2515 Inbound International Negotiated Service Agreements in the competitive product list in the MCS, and add the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list to the inbound portions of the Canada Post bilateral that are included in MCS section 2515 in the competitive product list. This statement supports the Request by providing the information required by each applicable subsection of 39 C.F.R. § 3020.32, as indicated below. I attest to the accuracy of the information contained herein.

- (a) *Demonstrate why the change is in accordance with the policies and the applicable criteria of chapter 36 of title 39 of the United States Code.*

As demonstrated below in subsections (b) through (i), the change complies with the applicable statutory provisions.

- (b) *Explain why, as to market dominant products, the change is not inconsistent with each requirement of 39 U.S.C. 3622(d), and that it advances the objectives of 39 U.S.C. 3622(b), taking into account the factors of 39 U.S.C. 3622(c).*

Because the Request is for a transfer to the competitive product list, this subsection is not applicable.

- (c) *Explain why, as to competitive products, the addition, deletion, or transfer will not result in the violation of any of the standards of 39 U.S.C. 3633.*

Section 3633 sets forth three standards for competitive products. Subsection (a)(1) prohibits the subsidization of competitive products by market-dominant products. Subsection (a)(2) requires each competitive product to cover its attributable costs. Subsection (a)(3) requires that all competitive products collectively cover an appropriate share of Postal Service institutional costs.

The cost coverage information for the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list, which appears in PRC-LR-ACR2018-NP2 FY2018 International Mail and International NSAs (Nonpublic), that was filed in Docket No. ACR2018 on April 12, 2019,¹ demonstrates that each of the three PRIME agreements, the Australia Post bilateral,² and the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list are fully remunerative and

¹ See Notice of Filing of Library References PRC-LR-ACR2018-1 through PRC-LR-ACR2018-10 and PRC-LR-ACR2018-NP1 through PRC-LR-ACR2018-NP3. Docket No. ACR2018, April 12, 2019.

² See also n.23 in the Request.

provides contribution to institutional costs, and therefore, should satisfy the requirements set forth in paragraphs (a)(1) and (2) of Section 3633.

As to subsection (3) of Section 3633, given that the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list are expected to cover their attributable costs in FY2020 and their total revenue is small in relation to the entire pool of competitive service products, their addition to the competitive product list will not cause competitive products to cover less than their required share of the Postal Service's institutional costs. Accordingly, their transfer to the competitive product list should satisfy the requirements of subsection (a)(3) of Section 3633.

- (d) *Verify that the change does not classify as competitive a product over which the Postal Service exercises sufficient market power that it can, without risk of losing a significant level of business to other firms offering similar products: (1) set the price of such product substantially above costs; (2) raise prices significantly; (3) decrease quality; or (4) decrease output.*

Services provided pursuant to the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list would compete with the tracking and delivery confirmation services, as well as the services similar to registered, that are offered with competing services by private sector operators.

In Order No. 4980, the Commission found that

[t]he Postal Service does not exercise 'sufficient market power that it can effectively set the price of such product substantially above costs, raise prices significantly, decrease quality, or decrease output, without risk of losing a significant level of business to other firms offering similar products.' See 39 U.S.C. § 3642(b)(1). Thus, the market power provisions of 39 U.S.C. § 3642(b)(1) do not prevent the transfer of Inbound Letter Post small packets and bulky

letters, and associated registered mail services, to the competitive category.³

Because the Commission determined that the market power provisions of 39 U.S.C. § 3642(b)(1) do not prevent the transfer of Inbound Letter Post small packets and bulky letters, and associated registered mail services to the competitive category, the Commission should also determine that the market power provisions of 39 U.S.C. § 3642(b)(1) do not prevent the transfer of the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list to the competitive category. Pursuant to Paragraph 13 of Article 17-116 of the Universal Postal Convention, which concerns exchange of format-separated mails, for operational statistical and accounting purposes, registered and tracked items are treated as bulky letters (E) or small packets (E).⁴ Therefore, the tracking and registered services provided under the three PRIME agreements and the Australia Post bilateral are applicable to Inbound Letter Post Small Packets and Bulky Letters items. Furthermore, all of the inbound portions of the Canada Post bilateral that are currently included in the market dominant product list concern Inbound Letter Post Small Packets and Bulky Letters items. Thus, the Commission's conclusions in PRC Order No. 4980 concerning the market power provisions of 39 U.S.C. § 3642(b)(1) in relation to Inbound Letter Post Small Packets and Bulky letters items are also applicable to the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list.

³ PRC Order No. 4980, Order Conditionally Approving Transfer, Docket No. MC2019-17, January 9, 2019, at 14.

⁴ Universal Postal Union (UPU), Convention Manual, Volume II, Letter Post Regulations, http://www.upu.int/uploads/tx_sbdownloader/actInThreeVolumesManualOfConventionEn.pdf, at 161, Art. 17-116, paragraph 13.

- (e) *Explain whether or not each product that is the subject of the request is covered by the postal monopoly as reserved to the Postal Service under 18 U.S.C. 1696 subject to the exceptions set forth in 39 U.S.C. 601.*

Because the three PRIME agreements and the Australia Post bilateral concern tracking, delivery scanning, and registered service for inbound letter post small packet items, and their revenue is disaggregated from the revenue of the host piece, the Private Express Statutes are not germane here. In addition, because all of the inbound portions of the Canada Post bilateral currently included in the market dominant product list concern Inbound Letter Post Small Packets and Bulky Letters items, the Commission's conclusions in PRC Order No. 4980 that "[m]ailing letter material within these exceptions is allowed by statute, is not subject to the PES prohibitions, and does not prevent the transfer of this product"⁵ are also applicable to this transfer request.

- (f) *Provide a description of the availability and nature of enterprises in the private sector engaged in the delivery of the product.*

Inbound Letter Post small packets and bulky letters with tracking, delivery confirmation, and/or registered service pursuant to the three PRIME agreements or the Australian Post bilateral, as well as the services provided pursuant to the inbound portions of the Canada Post bilateral currently included in the market dominant product list compete primarily against similar shipping services offered by integrators, such as FedEx, UPS, and DHL, and freight forwarders and consolidators.

⁵ PRC Order No. 4980, at 16.

- (g) *Provide any information available on the views of those who use the product on the appropriateness of the proposed modification.*

Customers of certain foreign postal operators have been sending to the United States a certain amount of Inbound Letter Post small packets and bulky letters with tracking, delivery confirmation, or registered service pursuant to the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list. Those foreign postal operators are likely to expect that tracking, delivery confirmation, and registered service for Inbound Letter Post small packets and bulky letters pursuant to the three PRIME agreements and the Australia Post bilateral, as well as all of the services provided pursuant to the inbound portions of the Canada Post bilateral currently included in the market dominant product list would continue after the previously-approved transfer of Inbound E-format Letter Post to the competitive product list occurs. The transfer that is the subject of this docket should accordingly occur simultaneously with the transfer of Inbound E-format Letter Post items.

- (h) *Provide a description of the likely impact of the proposed modification on small business concerns.*

The transfer that is the subject of this docket is unlikely to result in any disproportionate impact on small business concerns. The users of the services provided through the three PRIME agreements, the Australia Post bilateral, and the inbound portions of the Canada Post bilateral currently included in the market dominant product list, which are related to Inbound Letter Post Small Packets and Bulky Letter, are foreign postal operators. Also, the transfer does not result in a change in prices for the services provided under the three agreements, the Australia Post bilateral, and the

inbound portions of the Canada Post bilateral currently included in the market dominant product list.

- (i) *Include such information and data, and such statements of reasons and bases, as are necessary and appropriate to fully inform the Commission of the nature, scope, significance, and impact of the proposed modification.*

As discussed above, the Postal Service believes that there is no legal or business purpose for maintaining the market-dominant classification for the three PRIME agreements, the Australia Post bilateral, or the inbound portions of the Canada Post bilateral currently included in the market dominant product list once the previously-approved transfer of Inbound E-format Letter Post to the competitive product list occurs. Removing the three PRIME agreements and the Australia Post bilateral from the market dominant product list and adding the three PRIME agreements and the Australia Post bilateral to the competitive product list would create a more logical structure for the Postal Service's international offerings by keeping ancillary services associated with E format items provided through bilateral and multilateral agreements on the same product list as the host pieces with which they are combined. Furthermore, removing the Canada Post bilateral from the market dominant product list, and adding the inbound portions of the Canada Post bilateral that were previously included in the market dominant product list to the inbound portions of the Canada Post bilateral that are included in the competitive product list would create a more logical structure for the Postal Service's international offerings by keeping all of the services associated with the Canada Post bilateral within the same agreement product.

RESTRICTED AND SENSITIVE BUSINESS INFORMATION – DO NOT DISCLOSE

**RESOLUTION OF THE GOVERNORS
OF THE
UNITED STATES POSTAL SERVICE**

Resolution No. 19-5

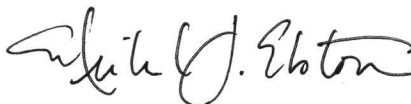
**Transfer of Certain Negotiated Service Agreements to the
Competitive Product List**

RESOLVED:

Pursuant to section 3642 of title 39, the Postal Service shall file a request with the Postal Regulatory Commission to transfer to the competitive product list the portion of any active international negotiated service agreements, including any bilateral or multilateral agreements, that establish rates for Inbound Letter Post Small Packets and Bulky Letters, or for ancillary services offered in connection with Inbound Letter Post Small Packets and Bulky Letters. The transferred portions of the negotiated service agreements described herein shall thereafter appear on the competitive product list at a date to be determined to coincide with the implementation of rate changes in Governors' Decision 19-2.

Postal management is directed to provide the required public notice and to file with the Postal Regulatory Commission the transfer request and supporting documents, including conforming changes to the Mail Classification Schedule text, in accordance with Part 3020 of Title 39, Code of Federal Regulations.

The foregoing Resolution was adopted by the Governors, and takes effect, on
May 9, 2019.



Michael J. Elston
Secretary of the Board of Governors (A)

TABLE OF CONTENTS

	<i>page</i>
PART A MARKET DOMINANT PRODUCTS.....	1
1000 MARKET DOMINANT PRODUCT LIST.....	2
1001 MARKET DOMINANT PRODUCT DESCRIPTIONS.....	4

1600 NEGOTIATED SERVICE AGREEMENTS.....	189

1602 International.....	193
1602.3 Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1.....	194
1602.4 Inbound Market Dominant Express Service Agreement 1.....	196
1602.5 Inbound Market Dominant Registered Service Agreement 1.....	197
1602.6 Inbound Market Dominant PRIME Tracked Service Agreement.....	198

PART A

MARKET DOMINANT PRODUCTS

1000 MARKET DOMINANT PRODUCT LIST

NEGOTIATED SERVICE AGREEMENTS*

Domestic*

International*

Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators

~~Inbound Market Dominant Express Service Agreement 1~~

~~Inbound Market Dominant Registered Service Agreement 1~~

~~Inbound Market Dominant PRIME Tracked Service Agreement~~

* Organizational class or group (not a Postal Service product)

1602 International

1602.1 Description

The Postal Service enters into contracts, on a mailer-specific basis, to provide international services and respective rates that are available only to mailers meeting defined eligibility requirements.

1602.2 Negotiated Service Agreement Groups

- Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 (1602.3)
- ~~Inbound Market Dominant Express Service Agreement 1 (1602.4)~~
- ~~Inbound Market Dominant Registered Service Agreement 1 (1602.5)~~
- ~~Inbound Market Dominant PRIME Tracked Service Agreement (1602.6)~~

1602.3 Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1

1602.3.1 Description

- a. Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1 provide prices for acceptance, transportation within the United States, and delivery of inbound Letter Post tendered by foreign postal operators. In particular, such agreements establish negotiated rates for inbound priority and/or non-priority letter trays, flat trays, ~~small packets weighing up to 2 kilograms (4.4 pounds)~~, bags, and/or containers, including ~~registered mail bags, M bags, and transit items~~. These items may also include direct entry letters, and flats, ~~and small packets~~ bearing domestic postage and indicia. Such agreements may also establish negotiated rates for services ancillary to such items and for customized market-dominant services developed for application solely in the context of the agreement.

1602.3.5 Products Included in Group (Agreements)

Each product is followed by a list of agreements included within that product.

- Inbound Market Dominant Multi-Service Agreements with Foreign Postal Operators 1

Baseline Reference

Docket Nos. MC2010-35, R2010-5 and R2010-6

PRC Order No. 549, September 30, 2010

Included Agreements

~~Canada Post Agreement, R2018-2, expires December 31, 2019~~

~~Australia Post Agreement, R2017-2, expires TBD~~

~~1602.4 Inbound Market Dominant Express Service Agreement 1~~

Reference

~~Docket No. R2011-6~~

~~PRC Order No. 876, September 26, 2011~~

Expires

~~Ongoing~~

~~1602.5 Inbound Market Dominant Registered Service Agreement 1~~

Reference

~~Docket No. MC2016-168 and R2016-6~~

~~PRC Order No. 3471, August 17, 2016~~

Expires

~~Ongoing~~

~~1602.6 Inbound Market Dominant PRIME Tracked Service Agreement~~

Reference

~~Docket No. MC2017-71 and R2017-3~~

~~PRC Order No. 3755, January 17, 2017~~

Expires

~~Ongoing~~

PART B

COMPETITIVE PRODUCTS

2000 COMPETITIVE PRODUCT LIST

2500 Negotiated Service Agreements

2515 Inbound International

2515.10 Inbound Competitive Multi-Service Agreements with Foreign Postal Operators

2515.10.1 Description

- a. Inbound Competitive Multi-Service Agreements with Foreign Postal Operators provide prices for acceptance, transportation within the United States, and delivery of any combination of Inbound Letter Post Small Packets and Bulky Letters, Inbound Air Parcel Post, Inbound Surface Parcel Post, Inbound Direct Entry, International Direct Sacks – Airmail M-Bags, and/or Inbound EMS (Express Mail Service) tendered by foreign postal operators. These constituent services may include other services that the relevant foreign postal operator offers to its customers under differing terms, but that nevertheless are processed and delivered in a similar manner within the United States Postal Service's network. Such agreements may also establish negotiated prices for services ancillary to such items and for customized competitive services developed for application solely in the context of the agreement.
- b. Inbound Competitive Multi-Service Agreements with Foreign Postal Operators may set forth general operating terms and conditions, on-time delivery and scanning service performance targets and standards, specifications for mail product categories and formats, processes for indemnity, and shared transportation arrangements that modify the requirements generally applicable to the services covered by each agreement.
- c. Items tendered under Inbound Competitive Multi-Service Agreements with Foreign Postal Operators items are either sealed or not sealed against inspection, according to the general nature of each underlying service.

2515.10.2 Size and Weight Limitations

Size and weight requirements are the requirements for Inbound Letter Post Small Packets and Bulky Letters, Inbound Air Parcel Post at UPU Rates, Inbound Surface Parcel Post (at UPU Rates), Inbound Direct Entry, International Direct

Sacks – Airmail M-Bags, and Inbound EMS (Express Mail Service), respectively, subject to any applicable country-specific modifications.

2515.10.3 Price Categories

The following price categories are available for the product specified in this section:

- Bilateral/Multilateral Agreements

2515.10.4 Optional Features

The Postal Service may offer such optional features as may be mutually agreed with the relevant foreign postal operator.

2515.10.5 Products Included in Group (Agreements)

Each product is followed by a list of agreements included within that product.

- Inbound Competitive Multi-Service Agreements with Foreign Postal Operators 1

Baseline Reference

Docket Nos. MC2010-34 and CP2010-95

PRC Order No. 546, September 29, 2010

Included Agreements

Canada Post Corporation, CP2018-96, expires December 31, 2019

Inbound Competitive PRIME Exprès Service Agreement 1,
MC2020-X, expires TBD

Inbound Competitive PRIME Registered Service Agreement 1,
MC2020-X, expires TBD

Inbound Competitive PRIME Tracked Service Agreement 1,
MC2020-X, expires TBD

Australia Post Agreement, MC2020-X, expires TBD

Exprès Service Agreement

Made and entered into this 23th December 1999 by and
between the parties listed in Annex 7 (collectively the "Parties")

Witnessed:

WHEREAS the Parties are postal operators engaged, inter alia, in the cross-border transportation and delivery of mail, and

WHEREAS each of the Parties performs the Exprès items service in accordance with the UPU Convention, as amended from time to time, and

WHEREAS the Parties wish to develop this Exprès items service into an upmarket letter service, a product with reliable consistent delivery, track & trace features and a common logo, and

WHEREAS the Parties wish to remunerate each other for the timely delivery of items and the timely return of scans with an enhanced payment that will be due in addition to regular terminal dues, and

WHEREAS the Parties wish to develop and test this service until 30 June 2000, and

WHEREAS the Parties will only charge each other enhanced payments after that date, and

WHEREAS the Parties each wish to maintain their freedom to determine pricing and conditions in respect of their customers.

Now, therefore, the Parties hereby agree as follows:

Article 1: Definitions

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 1 to this Agreement or defined in the body of this Agreement and referred to in Annex 1.

Article 2: Delivery of Exprès Items

This Agreement covers the delivery of cross-border LC/AO items weighing up to 2 kg, tendered as Exprès items and branded with the Common Logo (“Exprès Items”).

A Party that receives Exprès Items (the “Receiving Party”) from another Party (the “Sending Party”) for delivery in its country shall deliver such mail in accordance with the terms of this Agreement.

Exprès Items shall be delivered within the delivery times (targets) set out in Annex 2 (Delivery Times). Delivery information, as well as response times, labelling, scanning and other service and product features shall be provided and/or executed as set out in Annex 3 (Technical Specifications).

Exprès Items do not include registered or insured

No Party is obliged to tender any of its outgoing cross-border mail as Exprès Items. However, Parties who choose not to use the Exprès Items service for outgoing cross-border mail shall not participate in the Trademark Agreement and shall have no right to use the Common Logo. Any Party's right to avail itself of the section of the UPU Convention related to “Items not admitted. Prohibitions” remains unaffected.

Article 3: Remuneration for the Delivery of Exprès Items

A Receiving Party that receives Exprès Items from a Sending Party for delivery in its country, shall receive from that Sending Party [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

The Enhanced Payment shall be calculated as set out in Annex 6 (Pay for Performance Rules).

PRIME’s IT provider will monitor performance and will produce a monthly performance report for each country. Enhanced Payments shall be determined on the basis of this report, unless a Party concerned disproves the information contained in the report.

Article 4: Exprès Agreement Steering Committee

The Parties shall meet from time to time in an Exprès Agreement Steering Committee. Each Party shall be represented in the Steering Committee by one representative. Each Party shall have one vote. A Party without a representative at a Steering Committee meeting can give a written power of attorney to represent it at that meeting and to exercise its vote either to another Party's representative, provided that it holds no more than two written powers of attorney, or to the Head of PRIME. The proxy of the absent Party shall include precise instructions as to how the Party's vote is to be represented at that meeting and how to exercise the Party's vote.

The quorum required at the Exprès Agreement Steering Committee is 51% of the Parties present or represented by written power of attorney. Decisions of the Steering Committee require the simple majority of the votes of all Parties present in person or by proxy.

Article 5: Common Logo

The Exprès Items service shall be marketed under the common logo (the "Common Logo") as pictured in Annex 3.

For the purposes of marketing the Exprès Items service in its country, each Party is free to replace the word "POST" in the Common Logo with a subsidiary product name of its choice. In particular, the word "POST" can be adapted to each Party's language (e.g., "La Poste"). All Parties, except those who choose not to use the Exprès Items service for outgoing cross-border mail, shall execute the Trademark Agreement attached as Annex 4.

Article 6: Liability

No Receiving Party shall be liable to a Sending Party for any delay in the delivery of Exprès Items or for loss of or damage to Exprès Items.

Liability between the Parties shall be in conformity with the "Liability of Designated Operators" section of the UPU Convention.

Article 7: Undeliverable Items

Undeliverable Exprès Items shall be returned [REDACTED]. The Receiving Party [REDACTED]
[REDACTED]

Article 8: Bilateral and Multilateral Agreements

Parties can agree to deviate from the provisions of this Agreement by entering into bilateral and/or multilateral agreements that involve fewer than all of the Parties and supplement this Agreement. In particular, such bilateral and/or multilateral agreements may provide for different remuneration and service features applicable between the Parties involved.

Article 9: Contracts with Customers

Each Party is free to determine the prices it charges to and the contractual terms governing its relationship with its customers.

Article 10: Settlement of Accounts

The Parties' claims for remuneration will be settled quarterly on a bilateral basis or at any other interval agreed by the Parties concerned. Such claims can be set off against each other so that only the imbalance between such claims is paid.

Article 11: Term and Termination

This Agreement shall enter into force on 1 January 2000 between those Parties who have executed it by then irrespective of how many Parties have executed it. If any other Party executes this Agreement after 1 January 2000, this Agreement shall enter into force on the day on which this Party deposits the executed Agreement with the Head of PRIME between this Party and those Parties who have already executed this Agreement.

This Agreement is entered into for an indefinite period of time. Any Party may withdraw from this Agreement at any time after its entry into force by depositing a notice of withdrawal with the Head of PRIME, who will then inform the other Parties. Such withdrawal shall only take effect at the end of the third full calendar month following the notice of withdrawal.

Article 12: Accessions

Without the necessity of a written instrument duly executed on behalf of each of the Parties any postal operator that is a Designated Operator within the meaning of the UPU Convention can accede to this Agreement by executing a Deed of Accession in the form of Annex 5 and delivering it to the Head of PRIME. The accession is subject to approval by the Steering Committee. The accession will become effective on the first day of the second month following the approval of the accession by the Steering Committee.

[REDACTED]

[REDACTED]

Article 13: Severability

If any of the provisions of this Agreement or its Annexes for any reason whatsoever is or becomes invalid or unenforceable or unperformable, the legal validity of the remaining provisions of the Agreement and its Annexes shall in no way be affected. The invalid, unenforceable or

unperformable provision shall be replaced by a provision which comes as close as possible to achieving the effect of the invalid, unenforceable or unperformable provision.

Article 14: Annexes - Entire Agreement

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes hereto, constitutes the entire agreement and understanding between the Parties.

Article 15: Headings

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

Article 16: Assignment - Successors

This Agreement may not be assigned by any Party without the prior written consent of the simple majority (51%) of other Parties. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

Article 17: Arbitration

Any disputes arising out of or in connection with this Agreement shall be finally and bindingly decided by an arbitration committee ("the Arbitration Committee"). The members of the Arbitration Committee shall be independent of Parties to the dispute. Each Party or group of Parties shall appoint an arbitrator within a period of one month of notifying the chairman of the Steering Committee of the dispute or of being informed of such a notification by the chairman of the Steering Committee. If any of the Parties to the arbitration fails to do so, the chairman of the Steering Committee shall appoint an arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

If there is an even number of arbitrators, the arbitrators thus appointed shall have one month from the day on which the last of them was appointed to appoint another arbitrator to chair the Arbitration Committee. If they fail to do so, the chairman of the Steering Committee shall appoint this arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

The Arbitration Committee shall use its best efforts to render its decision within two months of its constitution. Its decision will be binding on the Parties involved in the dispute. The arbitration proceedings shall be conducted in the English language.

The Arbitration Committee shall decide which Party or Parties shall bear its costs.

Article 18: Amendment

This Agreement may be amended by the Parties at any time, but only by a written instrument duly executed on behalf of each of the Parties. Notice of the executed amendment shall be sent to the Head of PRIME, who will inform the Parties.

In addition, the Exprès Agreement Steering Committee is empowered to amend the Annexes to this Agreement. Amended Annexes shall be distributed promptly to all Parties of the Agreement by the Head of PRIME.

Article 19: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

Article 20: Notices

All notices, requests, and other communications permitted or required to be given under this Agreement shall be in writing in the English language and shall be signed by a person duly authorized to provide such notice.

Notices shall be given by (a) registered or certified mail, with Advice of Receipt requested, (b) private courier service, or (c) email with read confirmation addressed to the address of the Head of PRIME or at such other addresses as the Head of PRIME may designate by like notice from time to time.

Such notices shall be deemed to have been given upon receipt.

Article 21: Confidentiality

The Parties to this Agreement acknowledge that any rate and volume information included in this Agreement constitute commercially sensitive information and should not be disclosed to third parties except as required by law.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

List of Annexes

Annex 1:	Definitions
Annex 2:	Delivery Times
Annex 3:	Technical Specifications
Annex 4:	Trademark Agreements
Annex 5:	Deed of Accession
Annex 6:	Pay for Performance Rules
Annex 7:	List of the Parties
Annex 8:	Notice provided to the International Post Corporation and Parties to the Express Service Agreement concerning the United States Postal Service's Participation in the Express Service Agreement

Annex 1: Definitions

Agreement
Express Service Agreement.

Arbitration Committee
Has the meaning attributed to it in Article

[REDACTED]
[REDACTED]

Common Logo
Has the meaning attributed to it in Article

Deed of Accession
Deed to be executed by a Designated Operator within the meaning of the UPU
Convention wishing to accede to the Agreement.

[REDACTED]
[REDACTED]

Event	Description
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Enhanced Payment
Has the meaning attributed to it in Article

Express Items
Has the meaning attributed to it in Article

Head of PRIME
The person who is responsible for the PRIME activities and the PRIME Management

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

IPC
International Post Corporation.

Parties

The parties having entered into the Agreement, listed in Annex

Receiving Party

Has the meaning attributed to it in Article

Sending Party

Has the meaning attributed to it in Article

2.

Special Drawing Rights of the International Monetary

Steering Committee

Has the meaning attributed to it in Article

Terminal Dues

Remuneration payable by a postal operator to another for the delivery of incoming cross- border mail.

Trademark Agreement

Has the meaning attributed to it in Article

UPU Convention

The Universal Postal Convention, as amended from time to time.

Annex 2: Delivery Times

[As updated from time to time]

3- Common Logo

The Exprès items service shall be marketed under the common logo as pictured below:



Annex 4: Trademark Agreements

Exprès Service Agreement - Annex 4a



TRADEMARK ASSIGNMENT AGREEMENT

made and entered into this 23 December of 1999 by and between

1. **IPC Unipost SC ("IPC"), a company (societe cooperative a responsabilite limitee) duly incorporated and organised under the laws of Belgium and having its registered office at Rue de la Fusee 100, B-1130 Brussels, Belgium, and**
2. **all the postal operators (the "Postal Operators") set out in Annex 1 to this Agreement.**

IPC and the Postal Operators are hereinafter jointly referred to as the "Parties".

WHEREAS, IPC, acting on behalf of the Postal Operators, has registered the Trademark in the Territories set out in Annex 3 hereto and, in addition, has applied for registration of the Trademark in the Territories set out in Annex 4 hereto;

NOW THEREFORE, IPC and the Postal Operators, intending to be legally bound, hereby agree as follows:

Article 1: **Definitions**

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 2 to this Agreement or defined in the body of this Agreement.

Article 2: **Assignment**

Under the terms and conditions of this Agreement, IPC agrees to assign its entire right, title and interest to the Trademark, together with any goodwill symbolized by the Trademark, along with any trademark application or registration for the Trademark, to each Postal Operator in his respective Territory as set out in Annex L

However, for Postal Operators which have been appointed a Territory within the European Union, IPC shall assign the above stated rights to them jointly.

Article 3: **Warranties**

- 3.1 IPC warrants and represents that, as far as IPC is aware, there is no litigation, arbitration or any other dispute in progress or any third party claims relating to IPC's registered rights to the Trademark or, where the registration procedure has not been completed, relating to the registration procedures of the Trademark.
- 3.2 IPC warrants and represents that the Trademark is not subject to a licence or any other third party rights in any Territory.

Article 4: **Remuneration**

The assignment of the Trademark is not subject to any monetary remuneration to be paid by a Postal Operator to IPC, although IPC hereby acknowledges that it is released from responsibility for the Trademark by this assignment and that it has received other good and valuable consideration.

Article 5: **Obligations**

Each Postal Operator undertakes to carry out, independently and at his own expense, all required measures relating to the registration of the change of ownership of the Trademark in his Territory.

IPC undertakes to give any assistance necessary in order for each Postal Operator to register or in any other way secure his rights to the Trademark in his Territory.

Article 6: **Annexes - Entire Agreement**

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes thereto, constitutes the entire Agreement and understanding between the Parties.

Article 7: **Headings**

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

A handwritten signature or mark, possibly a stylized '4' or a checkmark, located in the bottom right corner of the page.

Article 8: Arbitration

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally and bindingly decided by an Arbitration Committee.

Members of the Arbitration Committee shall be independent of the Parties to the dispute. Each Party or group of Parties shall, within one month of notifying the chairman of the Prime Steering Committee of the dispute in writing, appoint an arbitrator to the Arbitration Committee.

If any Party to the dispute fails to do so, the chairman of the Prime Steering Committee shall, within one month, appoint an arbitrator to represent such Party. However, if the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within the same period of time and by consensus, appoint an arbitrator to the Arbitration Committee to represent such Party.

If there is an even number of arbitrators in the Arbitration Committee, the arbitrators thus appointed shall, within one month from their appointment, appoint a chairman to the Arbitration Committee, who shall be independent of the Parties to the dispute.

If they fail to do so, the chairman of the Prime Steering Committee shall, within one month, appoint a chairman to the Arbitration Committee. If the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within one month and by consensus, appoint a chairman to the Arbitration Committee.

Unless the Parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language and in



accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Article 9: **Amendment**

This Agreement may be amended by the Parties at any time, but only by an instrument in writing duly executed on behalf of each of the Parties.

Article 10: **Miscellaneous**

10.1 At the written request of a Party any other Party shall execute such deeds and perform such acts as may reasonably be required to give effect to the provisions of this Agreement.

10.2 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and the Parties shall make all the necessary revisions of the Agreement in order to comply with its original intents.

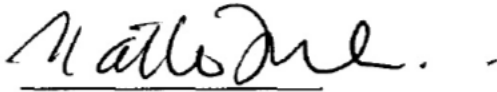
10.3 The failure of a Party to require the performance of any term of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

Article 11: **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.



In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

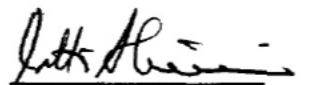



IPC

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark 


Finland Post Ltd
Matti Aikio


La Poste (France)
G. Flaudoult

Deutsche Post AG

Iceland Post


An Post (Ireland)

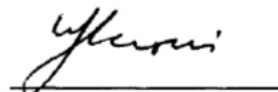
Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA

SLOVENSKÁ POŠTA,
š.d (Slovakia)

Correos y Telégrafos
(Spain)


Sweden Post Ltd (Posten
Sverige AB)
J-E LEISTEDT


Swiss Post
L. HURNI

United States Postal
Service

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.




IPC

Österreichische Post AG

La Poste / De Post
(Belgium)

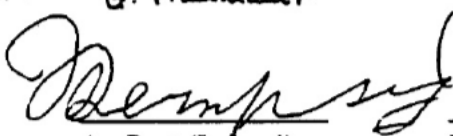

Post Danmark *A/HK/5/1*


Finland Post Ltd
Hannu Aarnio


La Poste (France)
G. Maindault

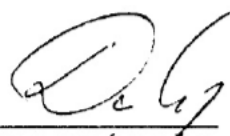
Deutsche Post AG

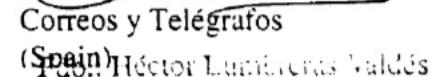
Iceland Post



An Post (Ireland)

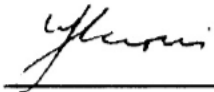
Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA


SLOVENSKÁ POŠTA,
š.o (Slovakia)


Correos y Telégrafos
(Spain) *Héctor Lumbrales Valdés*


Sweden Post Ltd (Posten
Sverige AB)


Swiss Post

United States Postal
Service

J-E LEISTEDT

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Matti Mäkelä

IPC

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark *HANSEN*

Finland Post Ltd
Matti Mäkelä

La Poste (France)
G. Poincaré

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten Norge BA)

CTT Correios de Portugal SA

SLOVENSKÁ POSTA, š.d (Slovakia)

Correos y Telégrafos (Spain)

Sweden Post Ltd (Posten Sverige AB)

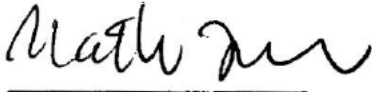
Swiss Post

United States Postal Service


J-E LEISTEDT

L. HURNI


In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

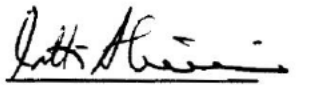


IPC


Österreichische Post AG

La Poste / De Post
(Belgium)


Post Danmark HANSEN


Finland Post Ltd
Matti Aikio


La Poste (France)
G. Plaindault

Deutsche Post AG

Iceland Post


An Post (Ireland)


Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA

SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)


Sweden Post Ltd (Posten
Sverige AB)
J-E LEISTEDT


Swiss Post
U. HURNI

United States Postal
Service

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Matti Air

IPC

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark *HANSEN*

Finland Post Ltd
Matti Air

La Poste (France)
G. Planchault

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten Norge BA)

CTT Correios de Portugal SA

SLOVENSKÁ POŠTA, š.p (Slovakia)

Correos y Telégrafos (Spain)

Sweden Post Ltd (Posten Sverige AB)

Swiss Post
L. HURNI

United States Postal Service

ANNEX I

List of Parties and their respective Territories.

Osterreichische Post AG, a public limited company duly incorporated and organised under the laws of Austria and having its registered office at Postgasse 8, 1010 Wien, Austria.

Territory: Austria

Post Danmark, a [legal personality] duly incorporated and organised under the laws of Denmark and having its registered office at Tietgensgade 37, 1530 Copenhagen V, Denmark.

Territory: Denmark, Faroe Islands and Greenland

Deutsche Post AG, a public limited company duly incorporated and organised under the laws of Germany and having its registered office at Heinrich-von-Stephan-Str. 1, 53175 Bonn, Germany .

Territory: Germany

Suomen Posti Oy, a limited company duly incorporated and organised under the laws of Finland and having its registered office at Mannerheiminaukio 1 A, FIN-00010 Helsinki, Finland

Territory: Finland

La Poste , a [legal personality] duly incorporated and organised under the laws of France and having its registered office at 4 quai du Point du Jour, 92 777 Boulogne Billancourt Cedex, France .

Territory: France

A Post, a limited liability company duly incorporated and organised under the laws of the Republic of Ireland and having its registered office at the General Post Office, O'Connell Street, Dublin 1, the Republic of Ireland .

Territory: The Republic of Ireland

Iceland Post, a limited liability company duly incorporated and organised under the laws of Iceland and having its registered office at P6sthusstræti 5, 101 Reykjavík, Iceland.

Territory: Iceland

Posten Norge BA, a limited company duly incorporated and organised under the laws of Norway and having its registered office at Dronningensgt. 15, N-0107 Oslo, Norway.

Territory: Norway

CTI - Correios de Portugal, SA, a joint stock company duly incorporated and organised under the laws of Portugal and having its registered office at Rua de São José, n 20, P-1166-001 Lisbon, Portugal.

Territory: Portugal

SLOVENSKA POSTA, s.p., a [legal personality] duly incorporated and organised under the laws of Slovakia and having its registered office at PARTIZANSKA CESTA 9, 975 99 BANSKA BYSTRICA, SLOVENSKA REPUBLIKA.

Territory: Slovakia

Entidad Pública Empresarial "Correos y Telégrafos", a [legal personality] duly incorporated and organised under the laws of Spain and having its registered office at Calle Aduana 29 31 Via de Dublin 7, 28070 Madrid Spain

Territory: Spain

Sweden Post Ltd, International Division, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Ltd, International Division, SE-105 00 Stockholm, Sweden.

Territory: Sweden

Sweden Post Express Ltd, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Express Ltd, P.O. Box 29085, SE-100 52 Stockholm, Sweden.

Territory: Sweden

Swiss Post, an independent public company duly incorporated and organised under the laws of Switzerland and having its registered office at Swiss Post, Headquarters, Victoriast. 21, CH-3030 Bern, Switzerland.

Territory: Switzerland

UNITED STATES POSTAL SERVICE, an Independent Establishment of the Executive Branch of the Government of the United States, with its headquarters located at 475 L'Enfant Plaza, S.W., Washington, D.C.. 20260-1135

Territory: United States of America

ANNEX2

"Agreement" shall mean this Trademark Assignment Agreement.

"Annex" shall mean the respective annexes attached to the Agreement.

"Territory" shall mean the respective territory of each Postal Operator set out in Annex 1.

"Trademark" shall mean the Post Expres trademark as set out below.



In France, however, Trademark shall mean the Post Expres logotype as set out below.



ANNEX3

List of Territories where IPC has registered the Trademark

Country	Date of registration	Registration number
Switzerland	18MAR1999	459657
Norway	09APR1999	196884



ANNEX4

List of Territories where the registration process is in progress.

Country	Date of registration	Application number
Canada	03DEC1998	898/348
Iceland	10AUG1998	1657/1998
Hun2:arv	10AUG1998	M 98 03232
Czech Republic	8JAN1999	0-138996
Cyprus	19AUG1998	51039
Slovak Republic	4SEP1998	POZ-2281-98
United States	26OCT1998	75/577131
European CTM	30JUL1998	900571

Expres Service Agreement - Annex 4b



TRADEMARK CO-OPERATION AGREEMENT

This Trademark Co-operation Agreement ("Agreement") is made and entered into this 23 December of 1999 by and between all the entities ("the Parties") set out in Annex 1.

Article 1: Definitions

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 2 to this Agreement or defined in the body of this Agreement and referred to in Annex 2.

Article 2: Trademark

Each Party represents and warrants to the other Parties that he will take all reasonable necessary steps to register the Trademark in his name in his Territory and that he will become the holder of any and all trademark rights with respect to the Trademark in his Territory as from the assignment by IPC of the Trademark or the application for registration of the Trademark pending in his Territory.

A handwritten signature or mark is located in the bottom right corner of the page. It appears to be a stylized, cursive signature.

Article 3: **Obligations**

3.1 Each Party undertakes not to use the Trademark outside of his Territory, except to the extent a Party's packages, including documents, letters and other mail, are mailed to other countries outside his Territory, or to the extent a Party uses the Trademark on the Internet.

3.2 Each Party undertakes to make real, sufficient and timely use of the Trademark according to the requirements of the applicable rules governing trade marks in his Territory in order for the right to the Trademark registration not to be at risk to lapse. In addition, each Party undertakes to pay any renewal fees required to uphold the Trademark registration in his Territory.

If any Parties are registered as co-owners of the Trademark, they shall be jointly responsible for the above stated obligations.

3.3 Each Party undertakes not to grant any third party, including a company within the same group as the Party, the right to use the Trademark in his Territory without the prior written consent of a majority of the other Parties. However, this shall not apply to third parties that perform services covered by this agreement on a sub-contracting basis on behalf of a Party.

3.4 Each Party undertakes not to assign, in whole or in part, rights relating to the Trademark to third parties, including companies within the same group as the Party, without the prior written consent of a majority of the other Parties or in the case set out in Article 4.2.

3.5 With respect to Articles 3.3 and 3.4, each Party undertakes to notify the granting or assigning Party of its decision within one month upon receipt of a written request by the granting or assigning Party. A Party who does not notify the granting or assigning Party of its decision within this period, shall be deemed to be in favour of the granting or assigning Party's request.



Article 4: **Duration and effects of termination**

- 4.1 This Agreement shall be deemed to commence as of the date hereof and shall continue for an indefinite period. However, each Party shall have the right to, with respect to that Party only, terminate this Agreement upon six (6) months written notice in advance to all other Parties.
- 4.2 In the case of termination by a Party according to Article 4.1, such Party undertakes to assign, at any time after the written notice has been sent according to Article 4.1, any and all of his rights to the Trademark to a party unanimously appointed by the other Parties.

Article 5: **Infringement**

- 5.1 The Parties to this Agreement shall notify each other in writing of any matter known to it which involves the infringement or threatened infringement of the Trademark in the respective Territories.
- 5.2 Upon such notification, or in the event a Party becomes aware of any such infringement or threatened infringement, the Party, in which Territory the infringement or threatened infringement takes place, shall be responsible for taking such legal or other action as is reasonable necessary in order to protect the Trademark rights. The cost and expenses of any such action shall be attributable to the Party, in which Territory the infringement or threatened infringement takes place, unless otherwise agreed in writing between the Parties.



Article 6: **Annexes - Entire Agreement**

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes thereto and the Trademark Assignment Agreement, dated 23 December 1999, which is attached hereto, constitutes the entire Agreement and understanding between the Parties.

Article 7: **Headings**

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

Article 8: **Arbitration**

Any and all disputes, controversies and claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be finally and bindingly decided by an Arbitration Committee.

Members of the Arbitration Committee shall be independent of the Parties to the dispute. Each Party or group of Parties shall, within one month of notifying the chairman of the Prime Steering Committee of the dispute in writing, appoint an arbitrator to the Arbitration Committee.

If any Party to the dispute fails to do so, the chairman of the Prime Steering Committee shall, within one month, appoint an arbitrator to represent such Party. However, if the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within the same period of time and by consensus, appoint an arbitrator to the Arbitration Committee to represent such Party.

If there is an even number of arbitrators in the Arbitration Committee, the arbitrators thus appointed shall, within one month from their appointment,

appoint a chairman to the Arbitration Committee, who shall be independent of the Parties to the dispute.

If they fail to do so, the chairman of the Prime Steering Committee shall, within one month, appoint a chairman to the Arbitration Committee. If the chairman of the Prime Steering Committee represents a Party to the dispute, the Prime Steering Committee shall, within one month and by consensus, appoint a chairman to the Arbitration Committee.

Unless the Parties agree otherwise, the arbitration proceedings shall be conducted in Stockholm, Sweden, in the English language and in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Article 9: **Amendment**

This Agreement may be amended by the Parties at any time, but only by an instrument in writing duly executed on behalf of each of the Parties.

Article 10: **Miscellaneous**

- 10.1 At the written request of a Party any other Party shall execute such deeds and perform such acts as may reasonably be required to give effect to the provisions of this Agreement.
- 10.2 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and the Parties shall make all the necessary revisions of the Agreement in order to comply with its original intent.
- 10.3 The failure of a Party to require the performance of any term of this Agreement or the waiver by any Party of any breach of this Agreement shall



not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

Article 11: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark

Finland Post Ltd
Matti Aikio

La Poste (France)
G. Taincheau

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA

SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)

Sweden Post Ltd (Posten
Sverige AB)
J-E LEISNEDT

Swiss Post
U. HURNI

United States Postal
Service

not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

Article 11: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark

Finland Post Ltd

La Poste (France)

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA

SLOVENSKÁ POŠTA.
š.p (Slovakia)

Correos y Telégrafos
(Spain)

Sweden Post Ltd (Posten
Sverige AB)

Swiss Post

United States Postal
Service

not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

Article 11: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark *HHH 5/51*

Finland Post Ltd
Matti Aikio

La Poste (France)
G. Painschaert

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA

SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)

Sweden Post Ltd (Posten
Sverige AB)
J-E LEISTEDT

Swiss Post
L. HURNI

United States Postal
Service

not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

Article 11: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Österreichische Post AG

La Poste / De Post
(Belgium)

Post Danmark

Finland Post Ltd

La Poste (France)

Deutsche Post AG

Iceland Post

An Post (Ireland)

Norway Post (Posten
Norge BA)

CTT Correios de Portugal
SA

SLOVENSKÁ POŠTA,
š.p (Slovakia)

Correos y Telégrafos
(Spain)

Sweden Post Ltd (Posten
Sverige AB)

Swiss Post

United States Postal
Service

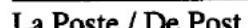
not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

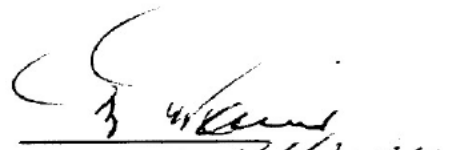
Article 11: Governing Law

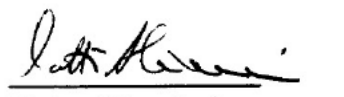
This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

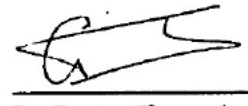
In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

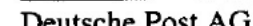

Österreichische Post AG



La Poste / De Post
(Belgium)



Post Danmark *A. Hansen*

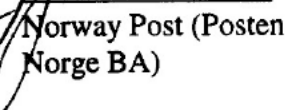

Finland Post Ltd
Matti Aikio

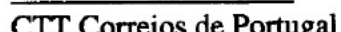

La Poste (France)
A. Pichard


Deutsche Post AG

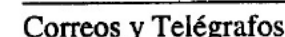

Iceland Post

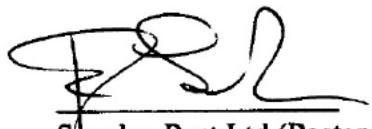

An Post (Ireland)

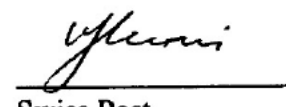

Norway Post (Posten
Norge BA)

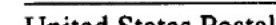

CTT Correios de Portugal
SA


SLOVENSKÁ POŠTA,
š.p (Slovakia)


Correos y Telégrafos
(Spain)


Sweden Post Ltd (Posten
Sverige AB)
J-E LEISTEDT


Swiss Post
L. Hurni


United States Postal
Service

ANNEXI

List of Parties and their respective Territories.

Osterreichische Post AG, a public limited company duly incorporated and organised under the laws of Austria and having its registered office at Postgasse 8, 1010 Wien, Austria.

Territory: Austria

Post Danmark, a [legal personality] duly incorporated and organised under the laws of Denmark and having its registered office at Tietgensgade 37, 1530 Copenhagen V, Denmark.

Territory: Denmark, Faroe Islands and Greenland

Deutsche Post AG, a public limited company duly incorporated and organised under the laws of Germany and having its registered office at Heinrich-von-Stephan-Str. 1, 53175 Bonn, Germany .

Territory: Germany

Suomen Posti Oy, a limited company duly incorporated and organised under the laws of Finland and having its registered office at Mannerheiminaukio 1 A, FIN-00010 Helsinki, Finland

Territory: Finland

La Poste, a [legal personality] duly incorporated and organised under the laws of France and having its registered office at 4 quai du Point du Jour, 92 777 Boulogne Billancourt Cedex, France .

Territory: France

A Post, a limited liability company duly incorporated and organised under the laws of the Republic of Ireland and having its registered office at the General Post Office, O'Connell Street, Dublin 1, the Republic of Ireland .

Territory: The Republic of Ireland



Iceland Post, a limited liability company duly incorporated and organised under the laws of Iceland and having its registered office at Posthússtræti 5, 101 Reykjavík, Iceland.

Territory: Iceland

Posten Norge BA, a limited company duly incorporated and organised under the laws of Norway and having its registered office at Dronningensgt. 15, N-0107 Oslo, Norway.

Territory: Norway

CTI- Correios de Portugal, SA, a joint stock company duly incorporated and organised under the laws of Portugal and having its registered office at Rua de São José, n.º 20, P-1166-001 Lisbon, Portugal.

Territory: Portugal

Sweden Post Ltd, International Division, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Ltd, International Division, SE-105 00 Stockholm, Sweden.

Territory: Sweden

Sweden Post Express Ltd, a limited company duly incorporated and organised under the laws of Sweden and having its registered office at Sweden Post Express Ltd, P.O. Box 29085, SE-100 52 Stockholm, Sweden.

Territory: Sweden

SLOVENSKA POSTA, s.p., a [legal personality] duly incorporated and organised under the laws of Slovakia and having its registered office at PARTIZÁNSKA CESTA 9, 975 99 BANSKÁ BYSTRICA, SLOVENSKÁ REPUBLIKA.

Territory: Slovakia

Entidad Pública Empresarial "Correos y Telégrafos", a [legal personality] duly incorporated and organised under the laws of Spain and having its registered office at Calle de Alcalá 29-31 Vía de Dublin 7, 28070 Madrid Spain

Territory: Spain

Swiss Post, an independent public company duly incorporated and organised under the laws of Switzerland and having its registered office at Swiss Post, Headquarters, Victoriast. 21, CH-3030 Bern, Switzerland.

Territory: Switzerland

UNITED STATES POSTAL SERVICE, an Independent Establishment of the Executive Branch of the Government of the United States, with its headquarters located at 475 L'Enfant Plaza, S.W., Washington, D.C.. 20260-1135

Territory: United States of America



ANNEX2

List of definitions used in the Agreement and its Annexes.

"Agreement" shall mean this Trademark Co-operation Agreement.

"Annex" shall mean the respective annexes attached to the Agreement.

"Party" shall mean an entity set out in Annex 1.

"Territory" shall mean the respective territory of each Party set out in Annex 1.

"Trademark" shall mean the Post Expres trademark as set out below.



In France, however, Trademark shall mean the Post Expres logotype as set out below.



(I

ANNEX3

List of Territories where IPC has registered the Trademark

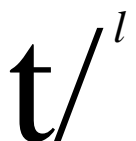
Country	Date of registration	Registration number
Switzerland	18MAR1999	459657
Norway	09APR1999	196884



ANNEX4

List of Territories where the registration process is in progress.

Country	Date of registration	Application number
Canada	03DEC1998	898/348
Iceland	10AUG1998	1657/1998
Hungary	10AUG1998	M 98 03232
Czech Republic	8JAN1999	0-138996
Cyprus	19AUG1998	51039
Slovak Republic	4SEP1998	POZ-2281-98
United States	26OCT1998	75/577131
European CTM	30JUL1998	900571



Annex 5: Deed of Accession

THE “ACCEDING PARTY”,

A Designated Operator within the meaning of the UPU Convention,

requests admission to the Exprès Service Agreement, effective from the first day of the second month following the approval of the accession by the Exprès Service Steering Committee.

The Acceding Party undertakes to respect all the provisions of the Exprès Service Agreement.

The Acceding Party attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

Signed

On

[As approved by the SC of 29/30 October 2014 and effective 1 January 2015]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

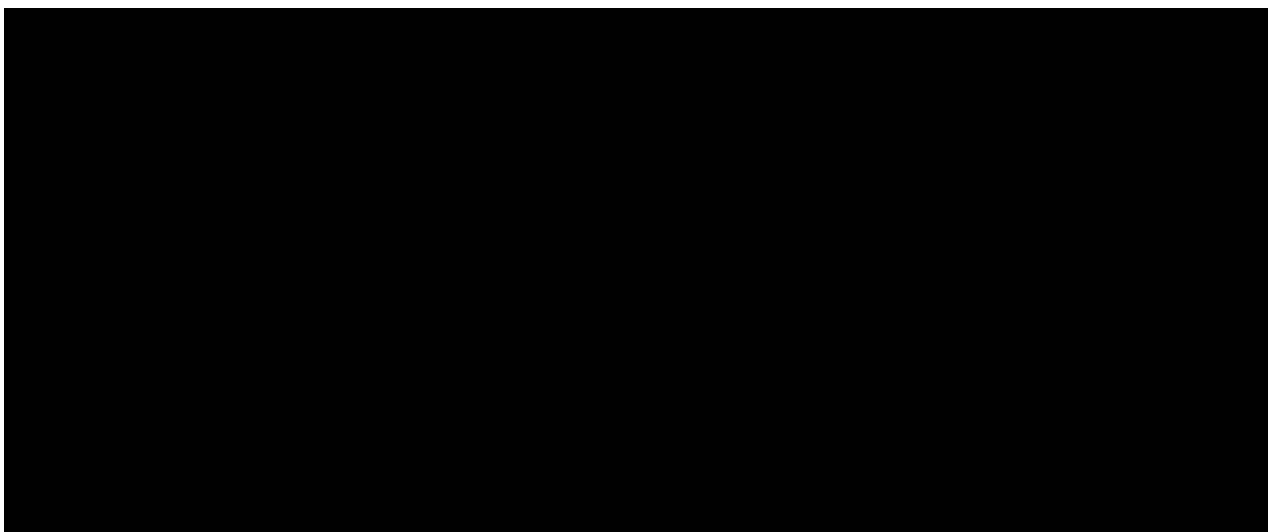
[REDACTED]

[REDACTED]

[illegible]

Annex 7: List of Parties

ISO Code	Country	Company Name



**Annex 8: Notice provided to IPC and the Parties concerning the USPS'
Participation in the Exprès Service Agreement**

**Notice Provided to the International Post Corporation and Parties to the
Exprès Service Agreement concerning the United States Postal Service's
Participation in the Exprès Service Agreement**

1. The undersigned postal operator (the "USPS") and International Post Corporation ("IPC"), acting on behalf of the parties to the Exprès Service Agreement, made and entered into December 10, 1999, as amended (together the "Agreement"¹), hereby acknowledge this instrument, which provides notice concerning future USPS participation in the Agreement.
2. For these purposes, the USPS may decide at a future date to become a party to the Agreement. Such a decision, if any, will be memorialized by the execution by the USPS of a signed written document reflecting the agreement.
3. In the event that the USPS becomes a party to the Agreement at some future date, the IPC shall assist the USPS in setting up its data exchange facilities and advise it on preparatory steps with a view to facilitating the USPS's accession to the Agreement.
4. If the USPS becomes a party to the Agreement and the IPC provides the assistance described in the preceding paragraph, then the USPS [REDACTED]

¹ The full text of the "Agreement" includes the Exprès Service Agreement and its six Annexes, as amended by (i) the First Supplementary Agreement to the Exprès Service Agreement of December 23, 1999, (ii) the Annex 2 that each Party most recently submitted to and that was approved by the Steering Committee, (iii) the Annex 3 that was most recently approved by the Steering Committee, and (iv) Annex 6 as amended by the Steering Committee 26 & 27 October 2009 and as planned to be amended in October 2011 [REDACTED]

5. USPS, IPC, and the parties to the Agreement acknowledge that the IPC shall not send an invoice to the USPS until September 2011, payable by USPS no later than December 31, 2011. If the Conditions Precedent described in Paragraph 6b of this notice are not fulfilled, the USPS shall have no financial obligation under the Agreement and IPC shall refund to USPS any fees that USPS has already paid IPC under the Agreement. In this case, the USPS will have no additional obligations under the Agreement, financial or otherwise. If the USPS becomes a party to the Agreement, and the USPS deposits a notice of withdrawal with the chairman of the Steering Committee in accordance with Article 11 of the Agreement, the IPC shall pro-rate and refund to the USPS the portion of any annual fee paid by the USPS that concerns any period of time after the USPS's notice of withdrawal takes effect.
6. USPS, IPC, and the parties to the Agreement acknowledge that USPS's participation in the Prime Project is subject to the following conditions, as well as any additional conditions that the USPS may propose upon further review of the Agreement:
 - a. All taxes and duties are the sole responsibility of the Prime party to whom they are duly assessed and shall not be charged to the USPS in any form unless the USPS otherwise provides in a written agreement with the respective Prime party.
 - b. USPS's acceding to the Agreement and all obligations of the USPS under the Agreement shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent") one or more internal and external bodies that have oversight responsibilities over the USPS. Conditions Precedent may include but are not limited to: approvals or, if applicable, non-objection, from the USPS's management, the Governors of the USPS, the Board of Governors of the USPS, and the U.S. Postal Regulatory Commission. The USPS, IPC, and the parties to the Agreements acknowledge that the Agreement might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS, IPC, and the parties to the Agreement, and no benefit or rights granted shall inure to the USPS, IPC, and the parties to the Agreement until such time as the Conditions Precedent shall have been fulfilled.
 - c. In the event that the Conditions Precedent are not fulfilled, the USPS, IPC, and the parties to the Agreement shall have no liability, which shall include no obligation to pay fees or costs associated with any action taken by the USPS, IPC, and the parties to the Agreements. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS, IPC, and the parties to the Agreement shall not be held liable for any damages or costs of any nature whatsoever.
 - d. The USPS, IPC, and the parties to the Agreement acknowledge that any rate information included in the Agreement and information concerning the quality of service performance under the Agreement constitute commercially sensitive information and should not be disclosed to third parties except as required by law. USPS, IPC and the other parties to the Agreement will treat as confidential and not disclose to third parties, absent express written consent of the other parties, any

such information related to this Agreement as long as it is treated as non-public by the Postal Regulatory Commission. USPS, IPC and the other parties to the Agreement acknowledge that United States law may require that the Agreement be filed with the Postal Regulatory Commission and the U.S. Department of State. USPS, IPC and the other parties to the Agreement authorize the USPS to determine the scope of information that must be made publicly available under the Postal Regulatory Commission's rules. USPS, IPC and the other parties to the Agreement further understand that any unredacted portion of this document or the text of the Agreement may be posted on the Commission's public website, www.prc.gov. IPC and the other parties to the Agreement have the right, in accordance with the Postal Regulatory Commission's rules, to address confidentiality concerns directly with the Postal Regulatory Commission. The procedure for making an application to the Postal Regulatory Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Postal Regulatory Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf. At the request of IPC or the parties to the Agreement, the USPS will furnish notice of the docket number of the Postal Regulatory Commission proceeding, if any, used in connection with the Agreement(s). The USPS, IPC and the parties to the Agreement shall each provide the same care to avoid disclosure or unauthorized use of the confidential information as each would provide to maintain the confidentiality of its own information

- e. USPS, IPC, and the parties to the Agreements acknowledge that in 2006, IPC registered the trademark and logo for POST EXPRES under U.S. Trademark Registration No. 3,072,352. To the extent that this registration is still in effect, USPS, IPC, and the parties to the Agreements agree to cooperate in assigning the entire rights, title, and interest to the trademark POST EXPRES, together with any goodwill symbolized by the trademark, by transferring to the USPS at the expense of the USPS all rights within the United States of America to the trademark after USPS has become a party to the Agreement. IPC agrees to execute all documents necessary to effectuate such assignment upon USPS's execution of applicable agreements.

[REDACTED]

[REDACTED]

- 7. If and when the USPS becomes a party to any of the Agreements, IPC and the parties to the Agreements shall be deemed to have acknowledged the contents of this document.

8. Each party represents that it has caused this document to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein. The effective date of this instrument is the later of the two execution dates shown below.

In WITNESS WHEREOF, the Postal Service and the International Post Corporation have executed this instrument effective as of the date in paragraph 8 above.

UNITED STATES POSTAL SERVICE INTERNATIONAL POST CORPORATION


Signature

Giselle Valera
Name

Managing Director, Global Business
and Vice President
Title

10 August 2011
Date


Signature

KATHLEEN TREANOR
Name

Prime Project Manager
Title

10 August 2011
Date

Annex 5: Deed of Accession

The United States Postal Service

.....
THE „ACCEDING PARTY“,

a postal operator within the meaning of the UPU Convention,

requests admission to the Exprès Service Agreement, effective from the first day of the second month following the approval of the accession by the Exprès Service Steering Committee.

The Acceding Party undertakes to respect all the provisions of the Exprès Service Agreement.



Signed at USPS HQ On August 10, 2011

A handwritten signature in cursive script, reading "Giselle Valera".

Giselle Valera
Managing Director
Global Business & Vice President
United States Postal Service

Registered Service Agreement

made and entered into this 5th December 2005

by and between the parties listed hereinafter

Empresa Brasileira de Correios e Telégrafos	Brazil
Post Danmark A/S,	Denmark
Finland Post Corporation	Finland
Deutsche Post AG	Germany
Iceland Post	Iceland
An Post	Ireland
Entreprise des Postes & Télécommunications	Luxembourg
CTT Correios de Portugal SA	Portugal
Correos y Telégrafos	Spain
PostNord Sverige AB	Sweden
Swiss Post	Switzerland
Royal Mail PLC	United Kingdom

Witnessed:

- WHEREAS the Parties are postal operators engaged, inter alia, in the cross-border transportation and delivery of mail, and
- WHEREAS each of the Parties sends and delivers registered items pursuant to Article 13 of the Universal Postal Convention, and
- WHEREAS the Parties wish to exchange certain information in the performance of this service in electronic form in order to upgrade their service to the benefit of their customers, and
- WHEREAS in certain circumstances the Parties wish to remunerate each other for the provision of information in electronic form.

██████████

Now, therefore, the Parties hereby agree as follows:

Article 1: Definitions

All terms beginning with a capital letter in this Agreement (including the Annexes) are either defined in Annex 1 to this Agreement or defined in the body of this Agreement and referred to in Annex 1.

Article 2: Registered Service

When sending and receiving cross-border registered items to and from each other the Parties shall perform the following services.

[REDACTED]

[REDACTED]

[REDACTED]

The Parties shall comply with the service feature requirements set out in Annexes 2 and 3. Annex 3 is updated from time to time by the Head of PRIME.

Article 3: Remuneration

In the absence of differing provisions of a bilateral agreement between them and to the extent that Annex 4 provides for it, a Sending Party shall [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 4: Liability Inquiries

[REDACTED]

Article 5: Steering Committee

The Parties shall meet from time to time in a Steering Committee. Each Party shall be represented in the Steering Committee by one representative. Each Party shall have one vote. A Party without a representative at a Steering Committee meeting can give a written power of attorney to another Party's representative to represent it at that meeting and to exercise its vote. Decisions of the Steering Committee require the majority of the votes of all Parties present or represented. Issues having a financial or legal impact must be explicitly on the agenda or the Steering Committee for a decision to be made at that meeting.

Article 6: Bilateral and Multilateral Agreements

Parties can agree to deviate from the provisions of this Agreement by entering into bilateral and/or multilateral agreements that involve fewer than all of the Parties and supplement this Agreement. In particular, such bilateral and/or multilateral agreements may provide for different remuneration and service features applicable between the Parties involved.

Article 7: Contracts with Customers

This Agreement shall not impinge upon each Party's freedom to determine the prices it charges to and the contractual terms governing its relationship with its customers.

Article 8: Term and Termination

This Agreement shall enter into force on 1 January 2006 between those Parties that have executed it. If any other Party executes this Agreement after that date, this Agreement shall enter into force on the day on which this Party deposits the executed Agreement with the Head of PRIME on behalf of the chairman of the Steering Committee between this Party and those who have already executed this Agreement.

This Agreement is entered into for an indefinite period of time. Any Party may withdraw from this Agreement at any time after its entry into force by depositing a notice of withdrawal with the Head of PRIME on behalf of the chairman of the Steering Committee, who will then inform the other Parties. Such withdrawal shall only take effect at the end of the third full calendar month following the notice of withdrawal.

Article 9: Accessions

Without the necessity of a written instrument duly executed on behalf of each of the Parties any postal operator that is a Designated Operator within the meaning of the Universal Postal Convention can accede to this Agreement if they execute a Deed of Accession in the form of Annex 5 and deliver it to the Head of PRIME on behalf of the chairman of the Steering Committee. The accession is subject to approval by the Steering Committee. The accession

[REDACTED]

shall be effective on the first day of the second month following the approval of the accession by the Steering Committee.

Article 10: Severability

If any of the provisions of this Agreement or its Annexes for any reason whatsoever is or becomes invalid or unenforceable or unperformable, the legal validity of the remaining provisions of the Agreement and its Annexes shall in no way be affected. The invalid, unenforceable or unperformable provision shall be replaced by a provision which comes as close as possible to achieving the economic effect of the invalid, unenforceable or unperformable provision.

Article 11: Annexes – Entire Agreement

The Annexes referred to in this Agreement are an integral part of this Agreement. This Agreement, together with the Annexes hereto, constitutes the entire agreement and understanding between the Parties.

Article 12: Headings

Headings in this Agreement are inserted for convenience only and are not to be considered part of this Agreement.

Article 13: Assignment – Successors

This Agreement may not be assigned by any Party without the prior written consent of the other Parties. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

Article 14: Arbitration

Any disputes arising out of or in connection with this Agreement shall be finally and bindingly decided by an arbitration committee („the Arbitration Committee“). The members of the Arbitration Committee shall be independent of Parties to the dispute. Each Party or group of Parties shall appoint an arbitrator within a period of one month of notifying the chairman of the Steering Committee of the dispute or of being informed of such a notification by the chairman of the Steering Committee. If any of the Parties to the arbitration fails to do so, the chairman of the Steering Committee shall appoint an arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

If there is an even number of arbitrators, the arbitrators thus appointed shall have one month from the day on which the last of them was appointed to appoint another arbitrator to chair the Arbitration Committee. If they fail to do so, the chairman of the Steering Committee shall appoint this arbitrator within a further month. If the chairman of the Steering Committee represents a Party to the dispute, this decision shall be made by the Steering Committee.

■■■■■■■■■■

The Arbitration Committee shall use its best efforts to render its decision within two months of its constitution. Its decision will be binding on the Parties involved in the dispute. The arbitration proceedings shall be conducted in the English language.

The Arbitration Committee shall decide which Party or Parties shall bear its costs.

Article 15: Amendment

The Steering Committee shall have the power to amend the Annexes to this Agreement. Amended Annexes shall be attached to the minutes of the Steering Committee meeting.

Notwithstanding the Steering Committee's power to amend the Annexes to this Agreement, this Agreement may be amended by the Parties at any time, but only by a written instrument duly executed on behalf of each of the Parties.

Article 16: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

██████████

In witness whereof, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

List of Annexes

Annex 1:	Definitions
Annex 2:	Service Feature Requirements
Annex 3:	Delivery Standards
Annex 4:	██████████
Annex 5:	Deed of Accession
Annex 6	List of Parties

██████████

Annex 1 – Definitions

Agreement

Registered Service Agreement.

Arbitration Committee

Has the meaning attributed to it in Article 13.

[REDACTED]
[REDACTED]

Deed of Accession

Deed to be executed by a Designated Operator within the meaning of the Universal Postal Convention wishing to accede to the Agreement.

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

IPC

International Post Corporation.

[REDACTED]
[REDACTED]

Parties

The parties having entered into this Agreement, as listed in Annex 6. Annex 6 is updated by the Head of PRIME upon any new accession or termination.

Head of PRIME

The person who is responsible for managing the PRIME activities and the PRIME Management Team.

Receiving Party

Has the meaning attributed to it in Article 2.

SDR

Special Drawing Rights of the International Monetary Fund.

Sending Party

Has the meaning attributed to it in Article 2.

Steering Committee

[REDACTED]

Has the meaning attributed to it in Article 5.

[REDACTED]

Universal Postal Convention

The Universal Postal Convention in its current version. References in the Agreement are to the Articles of the 1999 Universal Postal Convention. As later Universal Postal Conventions enter into force, these references are to be read as to the corresponding Articles in those conventions even though the numbering may be different.

UPU Letter Post Regulations

The UPU Letter Post Regulations in their current version. References in the Agreement are to the Articles as revised following the 1999 Beijing Congress. As later revisions enter into force, these references are to be read as to the corresponding Articles in the most recent version even though the numbering may be different.

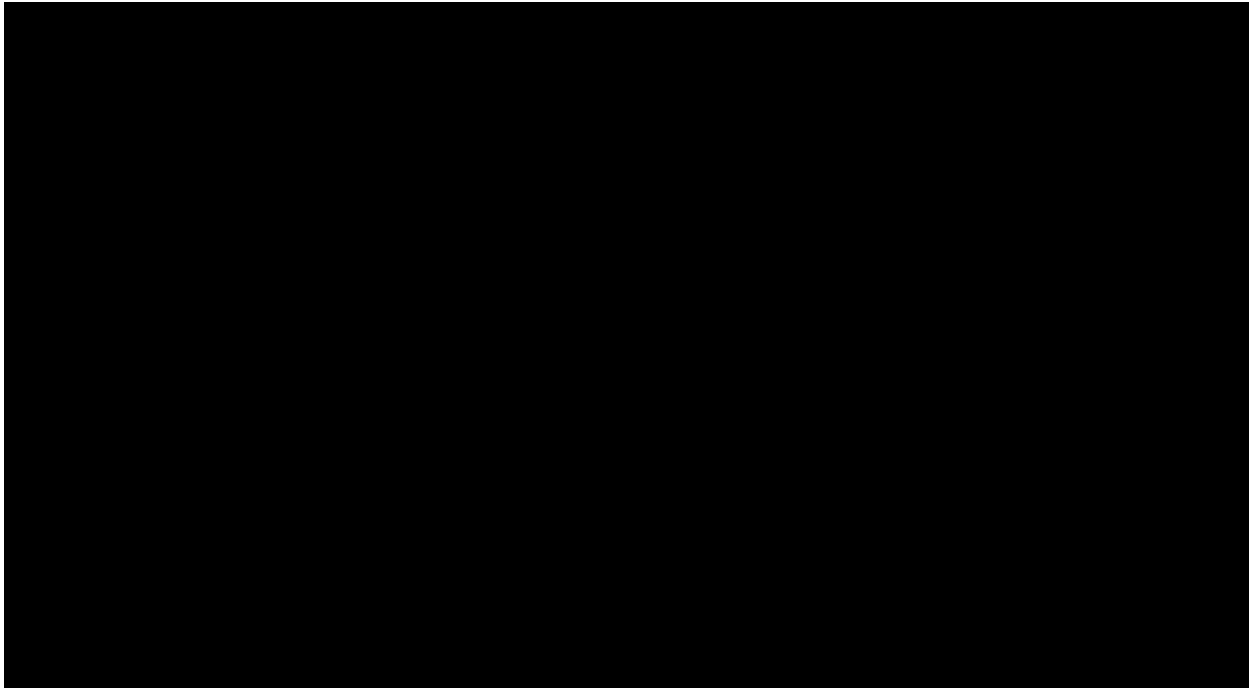
[REDACTED]

Annex 2 – Service Feature Requirements

As amended by the Steering Committee on 26 October 2016 (A1)

1) Bar Code

It is recommended that Sending Parties use the following bar code:



2) Scans

[Redacted]

3) Delivery Quality

[Redacted]

Further details and exceptions are set out in Annex 3.

[Redacted]

4) *Insured Mails*

On a voluntary basis, Parties can also exchange data on insured items.

5) *Web-based Customer Service System*

The Parties shall use a Web-based customer service system for enquiries and exchanging authorization codes for settlement of claims.

6) *IPC Monitoring*

IPC shall monitor performance and shall produce a monthly performance report.

■ [REDACTED]
[REDACTED]
[REDACTED]

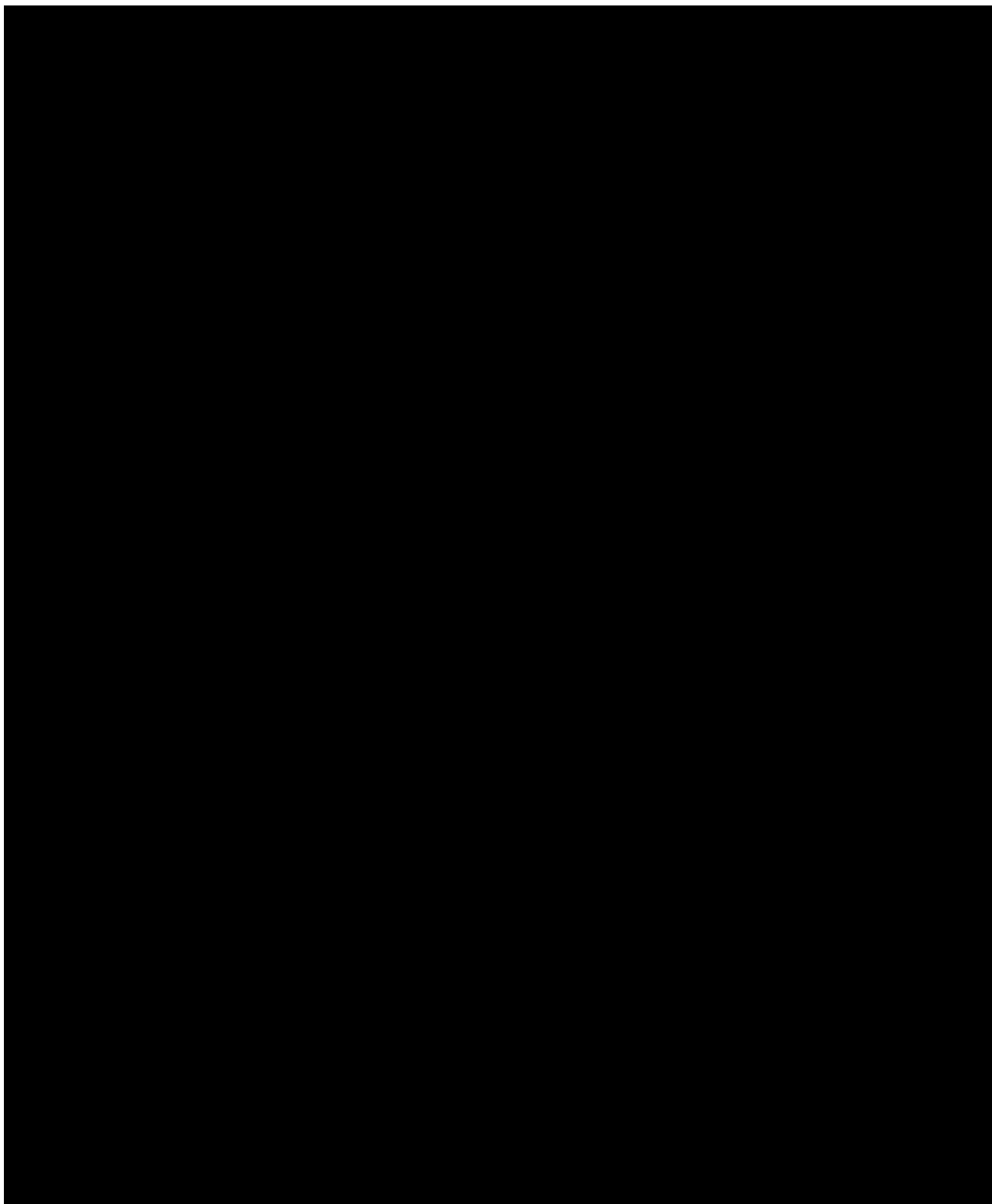
[REDACTED]

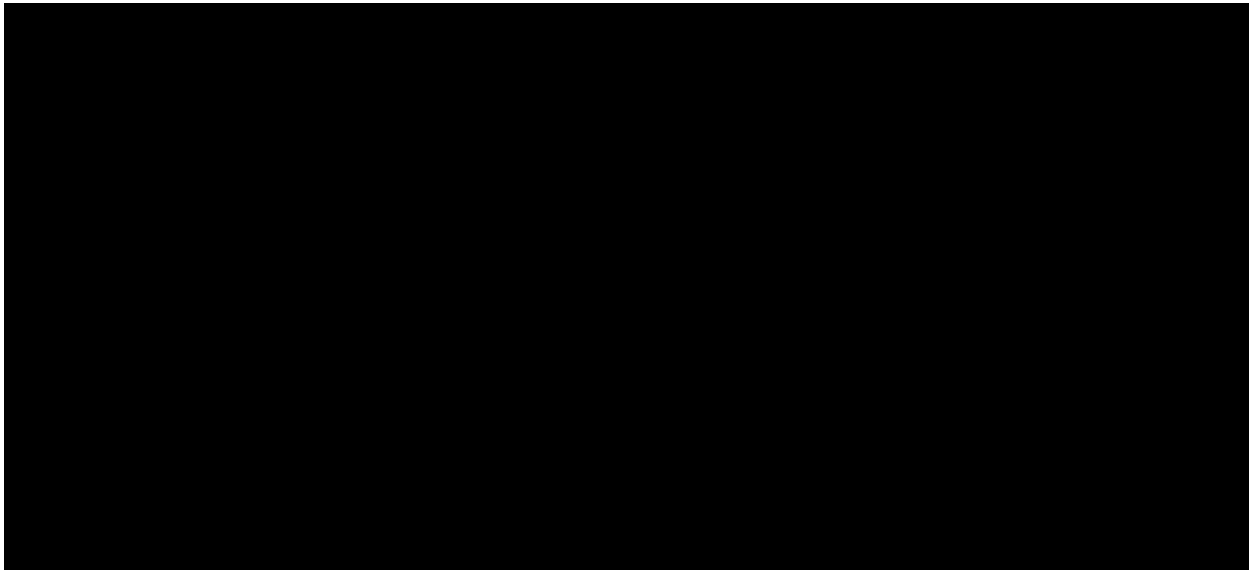
Annex 3 – Delivery Standards

[As updated from time to time]

Annex 4 – [REDACTED]

As amended by the Steering Committee on 8/9 November 2012 (A) and on 26 October 2016 (A1)





Annex 5 – Deed of Accession

.....

THE "ACCEDING PARTY"

a Designated Operator within the meaning of the Universal Postal Convention,

requests admission to the Registered Service Agreement, effective from the first day of the second month following the approval of the accession by the Steering Committee.

The Acceding Party undertakes to respect all the provisions of the Registered Service Agreement.

The Acceding Party attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

Signed at On

.....

Signature



Annex 6 – List of Parties

"Posta Shqiptare" sh.a.	Albania
Haypost CJSC	Armenia
Österreichische Post AG	Austria
Post Aruba	Aruba
bpost	Belgium
Swiss Post International	Switzerland
China Post Group	China (People's Rep.)
Servicios Postales Nacionales S.A.	Colombia
Cyprus Post	Cyprus
Deutsche Post DHL	Germany
Post Danmark A/S	Denmark
Instituto Postal Dominicano	Dominican Republic
POSTI LTD.	Finland (including Åland Islands)
La Poste	France
Royal Mail PLC	Great Britain
Royal Gibraltar Post Office	Gibraltar
Empresa de Correos de Honduras	Honduras
POS Indonesia	Indonesia
AN POST	Ireland
Iceland Post	Iceland
Poste Italiane S.p.A.	Italy
Jersey Post	Jersey
Japan Post Service Co., Ltd.	Japan
Postal Division	Kiribati

██████████

Cayman Islands Post Office	Cayman Islands
Lietuvos Pastas	Lithuania
POST Courier	Luxembourg
MaltaPost p.l.c.	Malta
Correos de Mexico	Mexico
Correo Paraguayo	Paraguay
Russian Post	Russia
PostNord Sverige AB	Sweden
Posta Slovenije, d.o.o.	Slovenia
Thailand Post	Thailand
United States Postal Service	United States of America
Vanuatu Post Limited	Vanuatu

Annex 5 – Deed of Accession – Registered service & customer service

US Postal Service.....


THE "ACCEDING PARTY"

a postal administration within the meaning of the Universal Postal Convention,

requests admission to the Registered Service Agreement, effective from **01 October 2013** ~~the first day of the second month following the approval of the accession by the Steering Committee.~~

The Acceding Party undertakes to respect all the provisions of the Registered Service Agreement.

The Acceding Party attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

Signed at  On August 30, 2013

MANAGING DIRECTOR, GLOBAL BUSINESS
AND VICE PRESIDENT